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The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

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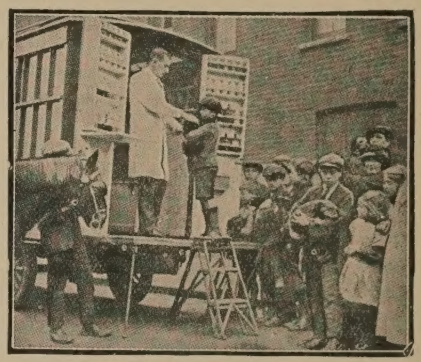

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RE C. J. SCHOONHOVEN, COTSWOLD, CHRISTCHURCH-AVENUE, FINCHLEY, decd. —Will anyone who is in possession of a WILL or witnessed a Will made by the above since the 23rd March, 1926, please communicate with Messrs. Russell & Arnholz, Solicitors, 3 & 4 Great Winchester Street, E.C.

HEMANS, Mrs. KATHARINE ELIZABETH, Deceased.—If any Solicitor or other person holds or has knowledge of a Will, made since the 7th November, 1908, of the late Mrs. Katharine Elizabeth Hemans, of Eagle Tower, Lennox-road, Southsea, kindly communicate with Messrs. Park, Nelson & Co., Solicitors, 11, Essex-street, Strand, London.

CHARLES GERALD STEPHENS, decd.—Will any person holding or having any knowledge of a WILL of the late Charles Gerald Stephens, of 1, Portland-place, London, managing director of Henry C. Stephens, Ltd., writing ink manufacturers, please communicate with Mills & Morley, 38, Lincoln's Inn-fields, W.C.2.

STANSFIELD.—Information is desired about the Descendants of EDGAR STANSFIELD and his wife EEPHZIBAH, maiden name Sherlock, who lived in London about the year 1892. The husband was a member of the 1st Life Guards.—Please write to Post Office, Box 3,111, Boston, Mass., U.S.A.

FORD, CLIFT.—If Mr. CLIFT FORD, sometime of Victoria, B.C., and later, in 1917, of some address at Willesden Junction, London, N.W., will communicate with the British Columbia Land and Investment Agency, Limited, 20, Essex-street, Strand, London, W.C.2, he will hear of something to his advantage.

DIXON, WALTER EDWARD, DIXON, KENNETH.—If the above will apply to Messrs. J. H. Hortin & Nash, Solicitors, of 161, Edgware-road, London, W.2, they will hear of something to their advantage.

STEWART.—The Next-of-Kin of ELIZABETH STEWART (born Edwards), late of 6, Fletcher-grove, Edge-lane, Liverpool, are requested to apply to the Solicitor, Duchy of Lancaster Office, London, W.C.2.

WHITE.—The Next-of-Kin of JOHN WHITE, late of 72, Whitby-road, Rusholme, who died on the 24th September, 1928, are requested to apply to the Solicitor, Duchy of Lancaster Office, London, W.C.2.

FRANKLIN WHITE, decd.—Will any person holding or having any knowledge of a WILL dated subsequent to the 5th August, 1926, of the late FRANKLIN WHITE, recently residing at 145, Cromwell-road, London, S.W.7, Mining Engineer, please communicate with Messrs. Holmes, Son & Pott, of Capel House, New Broad-street, E.C.2?

WILL Mr. ALFRED WALTER DAVIDSON, who in 1919 resided at 2, Voss-court, Streatham, S.W., or any relative, kindly COMMUNICATE with Prudential Trust Company, Ltd., 141, Moorgate, London, E.C.?

IF Mrs. HELEN HARRISON, the widow of Harold English Harrison, who died in March, 1911, will kindly COMMUNICATE with Messrs. Kearsey, Hawes and Wilkinson, of 108A, Cannon-street, E.C.4, she will hear of something to her advantage.

WILL any Solicitor or other person having in his custody any WILL of HENRY ROBERT ALFORD, late of "The Globe," Seymour-street, St. Pancras, N.W., please communicate with Hanbury, Whitting & Ingle, 62, New Broad-street, E.C.2. A statement has been made that a Will was prepared and signed in Pump-court, Temple.

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page vi.

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Current Topics.

The Attorney-General and the Profession.

WE HAVE to express our unfeigned regret at the answer of the Attorney-General to Sir J. MARRIOTT in Parliament, stating that the Government will not introduce the Crown Proceedings Bill during the lifetime of the present Parliament. It will be recollected that this Bill was framed by a strong legal committee (including the present Lord Chancellor, the Lord Chief Justice, the Master of the Rolls, and Sir THOMAS INSKIP himself) appointed by LORD BIRKENHEAD, as Lord Chancellor, in 1921, to consider the position of the Crown as litigant, and the desirability of certain reforms. The anomalous advantages of the Crown in litigation, and the consequent injustice to the subject, have of course been notorious for generations. The labours of the committee, which led them to communicate with and consider the views of over a score of Government departments, were necessarily protracted, and in 1924 the late LORD HALDANE, as Lord Chancellor, shortened them by asking the committee to frame a Bill on the footing that the alterations in law to be considered were both desirable and feasible. This they did in the form of the Crown Proceedings Bill, scheduled as an appendix to their report. In his answer, Sir THOMAS made the point that, as the result of LORD HALDANE'S action, the Bill was actually recommended by the committee. If there is any suggestion implied in this answer that the committee were against the reforms embodied by the Bill, it cannot be entertained, for obviously the individual members of the committee would have resigned rather than be responsible for submitting a Bill of which they disapproved. In fact, Sir THOMAS HUGHES, as chairman of the Bar Council, and Mr. CECIL COWARD, as president of The Law Society, have twice officially joined together, as representing both branches of the profession, in writing to *The Times* to support it, and there is no doubt that the vast majority of practitioners are behind them. Lawyers have been represented by their detractors as a profession which opposes reform; we can only state on our own behalf, and we truly believe on behalf of the vast majority of our readers, that the above answer of the Attorney-General, the titular head of the profession, denying reform, will be read with as much dismay in its ranks, as satisfaction in the ranks of those who repeat the old slanders against it. In that denial he neither serves nor represents his professional brethren.

A "Moot" Point.

A FEW months ago, it will be remembered, the Court of Appeal in *Hardie & Lane* v. *Chilton*, 1928, 2 K.B. 306, decided that a motor trade association whose constitution entitled it to place on a stop list those who infringed its rule forbidding the sale of motor cars at other than fixed prices, might, instead of taking this drastic step, lawfully adopt the more lenient course of requesting the person who had broken the rule to make a money payment by way of compromise. In arriving at that conclusion the Court of Appeal had to consider the decision of the Court of Criminal Appeal in *Rex* v. *Denyer*, 1926, 2 K.B. 258, where it was laid down that to ask for a money payment in such circumstances was to demand money with menaces without reasonable or probable cause—a punishable offence. The Court of Appeal bluntly said that *Rex* v. *Denyer* was wrongly decided. This was followed shortly afterwards by a statement in the Court of Criminal Appeal, that the court, notwithstanding the decision in *Hardie & Lane* v. *Chilton*, would follow its decision in *Rex* v. *Denyer* till it was told by the House of Lords, "the only competent tribunal to reverse the decisions of the Court of Criminal Appeal," that it was wrong. The piquant situation accordingly arose of a complete conflict between the two courts, each claiming to be the authoritative exponent of the law. But the piquancy has since been heightened by the "decision" of Lord ATKIN in the moot held at Gray's Inn last week, where the precise question involved in *Hardie & Lane* v. *Chilton* and in *Rex* v. *Denyer* was argued. Never lacking in courage, Lord ATKIN did not shrink from "deciding" between the conflict of view and of jurisdiction between the two courts. In his opinion the Court of Appeal, which sat as a branch of the Supreme Court, bound the judges of the King's Bench sitting as a Court of Criminal Appeal, and further that the decision of the Court of Appeal on the particular question was right. Of course, no binding authority attaches to the views of a judge, however eminent, expressed when presiding at a moot, but it is significant that Lord ATKIN, who, it will be remembered, is a Lord of Appeal in Ordinary, should not hesitate to express the opinion he did before the point involved has reached the House of Lords, where alone it can be authoritatively settled.

Coal as an Article of Food.

THE TRADITION that the prosecution is only concerned with placing the facts before the court, without pressing for a conviction, was well maintained in a recent case at Burslem. A haulier was charged with (*a*) having in his possession an unjust weight; and (*b*) being in possession of an unstamped weight contrary to the Weights and Measures Act, 1878, ss. 25 and 29 respectively. The chief inspector of weights and measures for Staffordshire stated that the defendant was

employed by the Chatterley-Whitfield Colliery Co. Limited, to deliver coal to the company's workmen, and was seen delivering coal at Brown Edge, using an unstamped 56 lbs. weight which was 5¾ ozs. light. In fairness to the defendant, who was not legally represented, it was pointed out that the above Act, under which the defendant was summoned, was now to be regarded as one with the Sale of Food (Weights and Measures) Act, 1926, under s. 15 thereof. Under the latter Act, s. 12 (6), notice of intention to prosecute must be given to an accused person within seven days, and proceedings must be instituted within twenty-eight days of the alleged offence, but these preliminary conditions had not been complied with. The learned stipendiary magistrate therefore dismissed the case on the technical point raised by the prosecution.

Cesser of Annuity.

In a recent query [No. 1458] dealt with under "Points in Practice," the question of liability to estate duty on the cesser of an annuity was raised. A person had for many years been making an allowance of £100 to another. It was proposed that in order to enable the annuitant to reclaim the income tax on the annuity, the person paying the annuity should execute a bond securing the annuity to the annuitant for her life. It was suggested that this arrangement might be open to the objection that estate duty would become payable by the person paying the annuity when the annuitant died. In such circumstances, however, no estate duty would become payable, as property does not exist whereby benefit could arise on the cesser of the annuity. In our opinion, therefore, the suggestion that the person making the allowance should execute a bond securing the same to the annuitant for life to enable her to reclaim the income tax would be in order. Moreover, estate duty liability would certainly not be attracted by its operation on the death of the annuitant.

The Debtor with an Opulent Wife.

In a recent case before Judge Crawford, a man who was a judgment debtor in respect of a small sum admitted that his wife had a fortune of £20,000. The learned judge observed: "It is a perfect scandal that a man whose wife has something like £20,000 has the audacity to stand up in this court and refuse to pay, on the ground that he himself is unemployed," and he added in addressing the debtor: "You know perfectly well that if you ask for the money she would let you have it." On the debtor promising to make the experiment, the case was adjourned. The two leading decisions in point are *Harper* v. *Scrimgeour*, 1880, 5 C.P.D. 366, and *Chard* v. *Jervis*, 1882, 9 Q.B.D. 178. In each, evidence was given that the defendant was living in good style as a country gentleman of means, being enabled to do so by his wife's fortune. In *Harper* v. *Scrimgeour* a committal order was made and affirmed by a Divisional Court, but in *Chard* v. *Jervis* the order so made and affirmed was discharged by the Court of Appeal, *Harper* v. *Scrimgeour* being quoted, but held by Jessel, M.R., to be inapplicable. The circumstances of the two cases were very similar, and it is somewhat difficult to distinguish them, unless by a statement in the affidavit of means in the former "that the defendant always appeared to have plenty of money," whereas in the latter case he "appeared to be a man of means," which is less explicit. The general conclusion from *Chard* v. *Jervis*, which is the ruling authority, is that if a rich wife pays her husband's way on the grand scale without giving him money to handle, he has no "means" within the Debtors Act, 1869, and so cannot be committed. And the wife not being liable, the creditor can watch his debtor enjoying himself, but cannot recover his money. Agreement may respectfully be expressed with Judge Crawford's views on such a situation, and the suggestion may be made that a wife's separate property should at least be liable for "necessaries" supplied to the husband on credit, and that for this purpose a judge should have power in his discretion to remove a restraint.

Custody of Illegitimate Children.

A point of considerable importance in divorce practice was decided by Lord Merrivale, P., in *G.* v. *G.*, 45 T.L. R.7. The wife-petitioner had brought a suit for dissolution of her marriage and in her petition had said "that there is a legitimated child, Dorothy Bessie, born on the 20th day of March, 1921"; the marriage of the parties had taken place on the 17th of March, 1923. Mr. Justice Charles, before whom the suit was heard on circuit, granted the decree nisi and also made an order giving the petitioner the custody of the child. In view of the refusal of Mr. Justice Hill in *Bednall* v. *Bednall*, 1927, P. 225, to grant an order for custody in similar circumstances the King's Proctor took out a summons for directions before the President to decide whether the court had jurisdiction to make an order for custody in the case of a child not born in wedlock of a couple subsequently married, one of whom had been granted a decree nisi. In a considered judgment the President held that the court had no such jurisdiction. He pointed out that the power of the court to grant custody depended upon s. 35 of the Matrimonial Causes Act, 1857, now s. 193 of the Supreme Court of Judicature (Consolidation) Act, 1925: that "children" in this section means legitimate children; that therefore an order for custody in the case before him must necessarily involve a finding or declaration of legitimacy; that any proceeding for a declaration of legitimacy must be so constituted in respect of parties that interests obviously affected, the chief interest being that of the infant, shall be represented, and that for these reasons the court had no jurisdiction in such a case as was before him to make an order for custody. But he pointed out that this did not dispose of the petitioner's claim to have the care and control of the child: that by reason of the doctrine referred to by Lord Herschell in *Barnardo* v. *McHugh*, 1891, A.C. 388, 399, and by Lord Coleridge, C.J., in *Reg.* v. *Lewis*, 9 T.L.R. 226, the mother of an illegitimate child has the right to its custody in the absence of strong reason to the contrary. The President, therefore, made a direction, in the exercise of the general jurisdiction of the High Court in respect of infants, that until further order the child named in the petition was to remain in the "care and control" of the petitioner. The case of *Bednall* v. *Bednall*, *supra*, dealt with a husband-petitioner; and in that case Hill, J., held, similarly, the court had no jurisdiction to make an order for custody; but in that case the husband did not obtain the alternative of "care and control" over the child which was granted to the wife petitioner in *G.* v. *G.*, for as Lord Merrivale himself pointed out in the latter case, different considerations apply. The practice therefore in such cases seems to be settled (1) that the court has no jurisdiction under s. 193 of the Act of 1925 to make an order for custody; (2) but that where the petitioner is the wife a direction may be made by the court giving her the "care and control" of the child.

Assessors and Collectors of Taxes.

The Secretary of the Association of Officers of Taxes—which, by the way, is the Trade Union of Clerks to Inspectors of Taxes—takes exception to our attitude on the subject of the proposed abolition of assessors and expresses surprise that solicitors, of all people, should not have had contact with, and appreciated, the inequities and fallacies of the present machinery of income tax. We hasten to assure this gentleman that the whole profession realise very keenly these inequities and fallacies, and it is with the sole desire that these should not be emphasised and multiplied that it takes the view that assessors should not be abolished. Our correspondent states: "At the very best the assessor is of value and assistance to a very small proportion of the tax-paying community." We are satisfied that the assessor is of the utmost value and assistance to all taxpayers who have not yet learned the wisdom of furnishing properly prepared accounts as a basis of their assessment, and, unfortunately, these persons form

the majority of taxpaying traders. Mr. HOUGHTON alleges that the assessor has for all practical purposes ceased to function. We feel that here the wish is father to the thought and would remind this official that many of the Board's inspectors of taxes throughout the country have not yet succeeded in suppressing the functions of the assessor, who still estimates the Schedule D assessments on traders who do not submit accounts. On the subject of centralised collecting offices, Mr. HOUGHTON recalls, with what would seem to be a lack of taste, the few defalcations by collectors of taxes. We understand, however, that the defalcations by officials who are not collectors of taxes far exceed in proportion those of collectors themselves, and we believe it to be a fact that the antiquated system of book-keeping enforced upon collectors until recently was responsible for most of their so-called defalcations. Mr. HOUGHTON, of course, is not concerned with the inconvenience to taxpayers which will certainly be caused by the centralised collection system, nor is he troubled by the suggestion that the Board of Inland Revenue is attempting, in this scheme, to control officers over whom they have no power.

Opium Smuggling.

FINES AMOUNTING in the aggregate to £280 were imposed at Woolwich Police Court on the 24th ult. on six Chinese sailors, members of the crew of a Dutch vessel berthed in the Royal Albert Docks, for having raw opium in their possession; the alternative was three months' imprisonment in each case. The crews of many vessels trading in far eastern ports regard opium smuggling as an almost legitimate means of increasing their income, and often pay large bribes for employment on ships running to ports where there is a big demand for the drug. The presence of opium in a cabin or compartment of a ship is literally smelt by the customs officers, who are ceaselessly striving to kill this illicit traffic, but, as the following amusing incident indicates, a capture does not always result in a conviction. An officer, having found half a dozen balls of opium concealed in a box under the bunk in a Chinese carpenter's cabin, was bending down to remove them, and in doing so placed them, without looking up, one at a time on the top of another box nearby. The wily Chinaman, as each ball was put on the box calmly picked it up and dropped it through the port-hole into the water. The indignant customs officer's subsequent outbreak was met by the usual fixed unperturbed look of innocence and the invariable "me no savvy." Another Chinaman, as the ship entered port, placed his opium in a bucket full of water, the last place likely to be noticed; the ruse, however, failed to deceive the vigilant customs officer. The substantial profits to be made have at times tempted European ships' officers to engage in the enterprise, and their position, until suspicion is aroused, facilitates their operations. One scheme, adopted by an officer in charge of the mails, was to carry a large quantity of opium in bags identical with the mail bags. After the mails had been passed through the dock gates he would explain to the customs officer at the gate that he had just discovered two or three more bags of mails which had been overlooked in a dark corner of the mail room, and out would go his opium under cover of a customs pass. The officer in question was eventually caught and served a term of six months' imprisonment.

HOUSING (SLUM CLEARANCE SCHEMES).

Mr. BENNETT (U., Nottingham Central) asked the Minister of Health if he could now make any statement as to the intentions of his Department to introduce legislation in favour of the grant of reasonable compensation to owners of habitable house property which may be included in slum clearance schemes.

Mr. CHAMBERLAIN (Minister of Health) in reply stated: It is the intention of the Government to introduce, at the earliest practicable moment, legislation dealing with slum areas, which will provide for an amendment in certain respects of s. 46 of the Housing Act, 1925.

Landlord and Tenant Act, 1927.

BY S. P. J. MERLIN, Barrister-at-Law.

V.

The Position of Mesne Landlords and Superior Landlords under the Act.

ONE of the novel and untried principles of the Landlord and Tenant Act, 1927, is that, in a proper case, a sitting tenant of business premises may secure the grant of a "new lease" for a term up to fourteen years, against the will not only of his immediate landlord, *but also of any superior landlord or landlords*, whose reversionary interests may have to be cut or carved into in order to provide the tenant with such a new term of years as the tribunal may consider he is entitled to under this remedy, given him by way of what may be termed a statutory lease, under s. 5 of the Act.

Moreover, a tenant of business premises may, in a case within ss. 1, 2 and 3 of the Act, make large and expensive improvements in his holding, and be entitled at the termination of his tenancy, on quitting his holding, to be paid compensation by his *immediate landlord* in respect of any such improvement as at the end of his tenancy adds to the letting value of the holding. Where an "immediate landlord" who is a mesne landlord has had to pay compensation to his tenant for an improvement, or for loss of goodwill, he is in his turn entitled, not at once but at the end of his lease, to recover from his immediate landlord the then unexhausted value of the improvement or of the goodwill, as if he himself had executed the improvement or created the goodwill.

Great care must be taken by those in charge of cases in which there is one or several superior landlords involved, to see that copies of all documents and claims which have been sent to them in pursuance of the Act, are duly served on their immediate superior landlords, otherwise they may be liable themselves to carry the burden of compensation which otherwise they could have passed on to such immediate superior landlord.

The mode of service is prescribed by r. 4 of Order Lb. of the C.C. Rules, made in pursuance of the Act. This rule should be read with s. 23 of the Act itself, which contains the substantive directions relating to these notices.

The main provisions relating to the rights of mesne landlords and superior landlords, *inter se*, are clearly set out in s. 8 of the Act, which enacts that: "Where, in the case of any holding there are several persons standing in the relation to each other of lessor and lessee, the following provisions shall apply: Any *mesne landlord* who has paid or is liable to pay compensation under this Part of this Act shall, at the end of his term, be entitled to compensation from his *immediate landlord* in like manner and on the same conditions as if he had himself made the improvement or created the goodwill in question, except that it shall be sufficient if the claim for compensation is made at least two months before the expiration of his term: A mesne landlord shall not be entitled to make a claim under this section unless he has, within the time and in the same manner prescribed, served on his immediate superior landlord copies of all documents relating to proposed improvements and claims which have been sent to him in pursuance of this part of this Act: Where such copies are so served, the said superior landlord shall have, in addition to the mesne landlord, the powers conferred by or in pursuance of this part of this Act in like manner as if he were the immediate landlord of the occupying tenant, and shall, in the manner and to the extent prescribed, be at liberty to appear before the tribunal and shall be bound by the proceedings: Where more than one landlord is concerned and they do not agree as to whether an offer of the renewal of the tenancy in lieu of compensation for an improvement or for goodwill should be made, the matter shall be referred to the tribunal, and the decision of the tribunal as to whether or not any such offer is to be made shall be binding on all the landlords concerned."

By virtue of this s. 8, the orders and decisions of the tribunal are binding and effective against all the mesne and superior landlords interested in the premises in question, although they may not have appeared. It is, therefore, highly advisable that any "landlord" whose interests may be affected should acquaint himself with the applications and proceedings before the tribunal and ascertain how far he may be concerned.

And in those cases where a tenant commences proceedings under s. 5 of the Act, claiming a new lease, and there are in existence a number of persons interested in the premises standing in relation to each other as lessors and lessees, it is expressly incumbent (under s. 5 (9)) for each "lessee" in turn to serve his immediate landlord until all the parties interested "along the ladder" are thus notified of the proceedings before the tribunal. The said sub-section concludes by enacting that "if any such landlord fails so to serve a copy of the notice on his immediate landlord he shall be liable to pay to the tenant compensation for any loss the tenant may suffer in consequence of such failure." With regard to the cases where the tenant is desirous of effecting "improvements" in the demised property, the rights of a superior landlord connected with it are to be found in s. 3 (1) of the Act, which in effect prescribes that where a tenant proposes to make an "improvement" on his holding, he shall serve on his landlord notice of his intention to make such improvement, together with a specification and plan showing the proposed improvement and the part of the existing premises affected thereby, and if the landlord, within three months after the service of the notice, serves on the tenant notice of objection, the tenant may apply to the tribunal, and the tribunal may, *after ascertaining that notice of such intention has been served upon any superior landlords interested, and after giving such persons an opportunity of being heard*, allow or refuse such application.

In the High Court any superior landlord upon whom a copy of any summons, notice or document has been served in pursuance of the Act, may apply to the judge for directions in any proceedings under the Act, and the judge may, if it appears desirable so to do, give leave to such superior landlord to appear in or to be added as a party to any such proceedings, and to take such part therein as may be just (see R.S.C., O. 53D, r. 8 (2)). There are similar provisions to the above in the County Court Rules whereby superior landlords may intervene in all such proceedings for the due protection of their reversionary interests in the premises in question (see O. 50B, r. 29 of the C.C. Rules).

Banker's Lien and Charges on Shares

AT a joint meeting of the Chartered Institute of Secretaries and the Institute of Bankers, held at Skinners' Hall, Dowgate-hill, Cannon-street, recently, Mr. BERNARD CAMPION, K.C., gave an interesting and instructive address on the above subject. The chair was occupied by Brigadier-General A. MAXWELL (President of the Chartered Institute of Secretaries) and there was a very large attendance. Mr. CAMPION devoted the first part of his address to explaining the various modes of rendering property a security for a debt or the performance of an obligation, distinguishing between express charges by way of contract such as mortgages, legal or equitable, pledges and hypothecations, and securities by operation of law such as general liens. The banker's lien was described as effecting an implied pledge operating on all securities of a customer coming into the hands of a banker in his capacity as banker and under circumstances not inconsistent with the idea of lien. He compared the distinctive features of mortgage, pledge and lien as to the nature of the property or possessory right passed to the creditor and as to remedies available on realisation. What securities, other than negotiable instruments and similar securities, were subject to banker's lien was a question open to variety of view, as, for example, share certificates. It must largely be a question of fact—were the certificates left merely for safe custody, as was often the case? If so, lien would not attach. Even where the banker collected dividends for the customer it was consistent with the certificates themselves being deposited merely for safe custody in the stock and share department—usually now a separate department in the big banks, etc. It was not necessary to produce the certificates in the collecting of dividends—unlike coupons, which might have to be detached from time to time in the case of other securities. And it must be remembered that share certificates were by no means negotiable instruments. The better opinion was, he thought, that, speaking generally, the lien would not in practice attach. Mr. CAMPION also referred to the suggestion that lien might attach to money and pointed out the difference between lien and set-off.

Coming to the second part of his address, the lecturer described the general practice of brokers and others depositing share certificates with transfers in blank and pointed out the risks attaching to such security unless and until the legal ownership of the shares had been passed to the banker or his nominees by transfer and registration according to the articles of the company—in particular, the risk of blank transfers where the articles required transfer to be by deed. As to the nature of the charge created by such deposit, it was explained that it was more than a pledge, which would give the remedy only of sale after notice; it was an equitable mortgage giving the right, not only of sale, but of foreclosure. The certificate, however, was a document of title, and conflicting interests might arise owing to the registered owner being a trustee, or by his having mortgaged the shares. The way in which priorities were affected by notice of other charges was discussed with particular reference to the combined effect of the rules in *Hopkinson* v. *Rolt* and *Clayton's Case*, as illustrated by *Deeley* v. *Lloyds Bank*. That brought them to a bone of contention between bankers and company secretaries with which they were all familiar, and the question had been keenly debated by the Chartered Institute of Secretaries as to the proper practice to be observed on receiving notice from a banker of a deposit of shares by way of charge. Section 27 of the Companies (Consolidation) Act, 1908, made it plain that equitable interests in shares were not to be entered on the register, and the object of that section had been authoritatively stated as being (1) to free the company from taking notice of equitable interests in shares, and (2) to preclude persons from converting the company into a trustee for them.

The section frequently was reinforced by the articles of association providing expressly that the company would not be bound to recognise any equitable interests in its shares. So far as the company, as custodian of its share register was concerned, and in so far as the company claimed no interest in the shares of its members outside its proper duties as registrar of the share holdings, the matter was plain sailing and called for no comment. But very often companies had in their articles of association another clause establishing a paramount permanent lien on the shares held by its members in respect of any debts owing by the members to the company, as, for instance, advances or purchases of goods. In such cases it was, at one time, argued that s. 27 (or s. 30 in similar terms in the earlier 1862 Act), together with the "exemption" article above referred to, operated to preserve the paramount lien of the company for its own debt due from the member, even after notice had been received of another charge on or other equitable interest in the shares, and that the rule in *Hopkinson* v. *Rolt* was ousted. But that was not so, and Mr. CAMPION referred to and explained the cases of *Bradford Banking Co.* v. *Briggs* and *Mackereth* v. *Wigan Coal Co.*, bearing on this point. It was not inconsistent with s. 27

that, if the company claimed a benefit by way of lien on the shares of its members, it should be open, as a trader, to the same rules as any other person having a charge or lien on the shares, and bankers usually gave written notice to a company of any charge they had on the shares of that company in a form that invited secretaries to sign an acknowledgment of the notice of such charge. In a few cases secretaries signed the acknowledgment, in some cases the notice was ignored, but probably in the larger number of cases the secretary of the company sent a printed or type-written answer calling attention to the articles, and saying that the company was not bound to and did not recognise the notice which was therewith returned to the banker. In this diversity of practice it was well to observe that, although the notice by the bank could not apply to subvert the objects of s. 27 alluded to above, it was, as regarded the company's lien on its members' shares, a quite useful measure as preventing the company from obtaining any priority for indebtedness incurred subsequent to the notice of the bank's charge. If it were proved, in fact, that notice had been received by the company, that result would ensue. And if the secretary replied, as was generally advised by secretarial practice, by returning the notice in express terms while declining to in any way recognise it, such a reply, in effect, appeared to be proof of notice having been given and the banker had achieved his object. In conclusion, Mr. CAMPION explained the proper way in which those equitably interested in a company's shares could protect themselves by the notice in lieu of distringas as provided by Ord. 46, R.S.C.

On the motion of Mr. FREDERICK HYDE (the President of the Institute of Bankers), a vote of thanks to Mr. CAMPION was carried by acclamation, and the Skinners' Company were also thanked for the loan of their hall.

A Conveyancer's Diary.

Liability of Property Appointed by Deed, under a General Power for the Debts of the Appointor.

By the Ad. of E.A., 1925, s. 32 " . . . the real and personal estate of which a deceased person in pursuance of any general power (including the statutory power to dispose of entailed interests) disposes by his will, are assets for the payment of his debts (whether by specialty or simple contract) and liabilities . . . " Where, however, the deceased person's estate is solvent, property so appointed is, subject to a contrary direction in the will, exempt from liability for the appointor's debts until the rest of his assets are exhausted: Ad. of E.A., 1925, 1st Sched., Pt. II.

Except for the inclusion of entailed interests disposed of by will (see L.P.A., 1925, s. 176), the above conclusion is neither new nor exhaustive.

Property appointed under a general power was not assets at common law. Whether the property appointed was realty or personalty, it did not devolve upon the personal representatives of the appointor as such: *O'Grady* v. *Wilmot*, 1916, 2 A.C. 231.

At the present time real estate appointed under a general power by will *does* devolve upon the personal representatives, real estate for this purpose including chattels real: Ad. of E.A., 1925, ss. 1, 3 (1) and (2), 55 (3).

But a fund of pure personalty appointed by will under a general power appears to have escaped attention. There is nothing at common law (see *O'Grady* v. *Wilmot*, *supra*), or in the Ad. of E.A., 1925, to make such a fund devolve upon the personal representatives of the appointor as such. This gives rise to no trouble in practice, as it is now beyond dispute that the personal representatives can give a good receipt for the fund: *Re Hoskin's Trusts*, 5 Ch. D. 229; 6 Ch. D. 281; *Re Peacock's Settlement*, 1902, 1 Ch. 552. Having received the fund they can, if necessary, pay creditors out of it.

The reason why property appointed under a general power was ever made liable for the appointor's debts is interesting and instructive. As has already been said, property appointed was not legal assets. Equity, however, would not permit a person who had it within his power to pay his creditors, to evade his obligations. Clearly the appointor could have appointed a fund, over which he had a general power of appointment, in favour of his creditors. He was not to be allowed to prejudice their rights by appointing away from them. Thus, if the appointor's estate was in sufficient to pay all debts, the creditors could institute proceedings in Chancery to " intercept " or " stop *in transitu* " the property appointed: see *Townshend* v. *Windham*, 2 Ves. Sen. 1; *O'Grady* v. *Wilmot*, 1916, 2 A.C. 231, 246, 270, 273.

When real estate became liable for the payment of all debts, real estate appointed under a general power by will seems to have been treated in the same manner as a fund of personalty so appointed: see *Fleming* v. *Buchanan*, 3 D.M. & G. 976.

So long ago as 1750 it was decided that the creditors had this right to intercept appointed property, though the appointment was made by deed: *Townshend* v. *Windham*, *supra*. The reasoning of Lord Hardwicke, who decided the case, was this, that the actual form of the appointment should not affect the creditor's rights.

No mention is made in the Ad. of E.A., 1925, of property appointed by deed. On the other hand, s. 32 of the Act does not purport to limit the property liable for the payment of debts to the interests mentioned therein. The authority of *Townshend* v. *Windham*, *supra*, seems never to have been disputed, and, indeed, was recognised in *O'Grady* v. *Wilmot*, 1916, 2 A.C. 231, 246, 279.

There remains to be considered, therefore, the scope of this rule, as to appointments by deed, and the way in which it will be applied in modern practice.

Now, in *Townshend* v. *Windham*, *supra*, the deed of appointment did not operate, and, in the circumstances of the case, could not have operated, to transfer the fund to the volunteer until after the death of the appointor. Nor does there appear to be any reported case in which property given away during the lifetime of a person, either by a conveyance or an appointment, has been held liable to the claims of creditors, unless the deed of conveyance or appointment has been set aside under the bankruptcy laws: see Bankruptcy Act, 1914, s. 42; *Re Mathieson*, 1927, 1 Ch. 283; or as defrauding creditors: see L.P.A., 1925, s. 172. Further, the expressions " intercept " and " stop *in transitu* " (*supra*), seem to suggest that the appointed property cannot have already come into the hands of the appointee during the appointor's lifetime.

Thus it would seem that the principle of *Townshend* v. *Windham*, *supra*, is confined to appointments by a deed which does not operate in favour of a volunteer until the appointor's death.

If this qualification is correct, the appointor's creditors would have a right against property appointed by deed to a volunteer on the death of the appointor, or, *semble*, to property appointed to the appointor for life and after his death to a volunteer. But they would have no right against property appointed by a deed which operated in favour of a volunteer immediately on its execution, unless the deed could be set aside.

Property appointed under a general power, by a deed which cannot be set aside, does not devolve upon the appointor's representatives. It is, therefore, necessary to consider how the rights of creditors, which arise when the deed operates to transfer the property to a volunteer on the death of the appointor, can be enforced against such property.

If the property appointed by such a deed is pure personalty, and the property of the appointor is insufficient to pay all his debts, the creditors have a right to institute proceedings to " intercept " the appointed fund. The personal representatives could exercise this right on their behalf. Thus, it

would seem that if the trustees of the appointed fund were satisfied that all the appointor's debts could not otherwise be paid, they would be justified in transferring to the appointor's personal representatives so much of the fund as would be required for the payment of the debts.

If the property appointed by such a deed is land, it must be settled land: S.L.A., 1925, ss. 1, 20 (1) (ii) and (iii). The appointment could only operate in equity: L.P.A., 1925, s. 1 (7). The persons who would be entitled to call for a conveyance of the legal estate from the "estate owner" under S.L.A., 1925, s. 16, would be the creditors of the appointor or his personal representatives on their behalf, and, subject to the creditors' claims, the appointee. The "estate owner" will convey the legal estate in so much of the land as is required for the payment of creditors to the creditors or the appointor's representatives, or as directed by them, and the legal estate in the surplus to the appointee.

Landlord and Tenant Notebook.

Form of Orders by Tribunal in Cases under the Landlord and Tenant Act, 1927.

One fact clearly emerges from the decisions which have already been given under the Landlord and Tenant Act, 1927, and from the cases under that Act that have actually arisen in practice, but have been settled out of court, and that is, that the form of order the tribunal may be called upon to make, or the form of the terms of settlement which may be agreed upon between the parties, will in most cases be of a somewhat complicated character. Various matters will have to be carefully considered.

Take, for instance, an order for a new lease, such as was made by His Honour Judge Ivor Bowen at the Brecon County Court in *Meredith* v. *Williams*, *supra*,, pp. 136 and 137.

There the learned county court judge ordered a new lease at a rental of 100 guineas per annum for a term of ten years, on the terms and conditions of the existing lease as to repairs, etc. He left these terms to be arranged by the parties, but directed that in default of agreement, these terms would be settled by the court.

In every case therefore in which a new lease is ordered it is quite clear that the order of the court cannot merely be for the grant of a new lease at a stated rent, and for a certain term, but the terms and conditions of the lease, whether agreed to between the parties or settled by the court itself in default of agreement, must also be embodied in the order.

It is obvious from a consideration of sub-s. (2) of s. 5, that the tribunal may determine the terms on which the new lease is to be granted, but quite apart from this provision, there are other clauses which might require to be inserted in the lease for the protection of the parties.

To give a few instances.

The tenant of premises within the Landlord and Tenant Act has a right to execute improvements in certain circumstances, and the possibility of this right being exercised during the term of the new lease should be borne in mind by the advisers of a landlord. Suppose that in such a case the landlord is under the terms of the new lease to be liable for rates and taxes and for insurance premiums. It is quite possible that if the right of executing improvements is exercised, the landlord may become liable to pay extra sums out of his own pocket by way of increased rates and insurance premiums owing to an increase in the value of the premises by reason of the improvements. Every new lease therefore, it is suggested, should include a clause making the tenant liable to pay an extra rent in such circumstances to meet the extra cost which the landlord might be put.

The Act itself deals expressly with some of these matters but is not so framed as to meet every likely contingency.

In this connexion reference may be made to sub-s. (4) of s. 5, providing that the new lease may contain a condition entitling the landlord to determine the tenancy granted by the new lease by six months' notice in writing where the premises are required by him for any of the purposes enumerated in s. 5 (3) (*b*).

Again by virtue of sub-s. (5) of s. 5, the landlord may require a condition to be inserted in the lease to the effect that if the premises are required at any time after the expiration of seven years after the commencement thereof for the purpose of carrying out a scheme of re-development, the landlord may on satisfying the tribunal that the premises are so required, and on giving not less than twelve months' notice in writing to the tenant, determine the lease and resume possession of the premises.

So again sub-s. (6) of s. 5 entitles a landlord of a government department, etc., to require a condition to be inserted in the lease to the effect that, if the premises are required for the purpose of such government department, etc., the tenancy may be determined at any time by six months' notice in writing.

Our County Court Letter.

SUSPENSION OF DELIVERIES UNDER PERIOD CONTRACTS.

A QUESTION as to a farmer's right to suspend future deliveries of milk, by reason of a dispute over a previous delivery, was considered in the recent case of *Lancashire Hygienic Dairies Limited* v. *Furness*, at Manchester County Court. The plaintiff company claimed £100 as damages for breach of contract, and the defendant counter-claimed to set aside the contract on the ground that it was induced by fraudulent misrepresentation. The agreement was dated 23rd September, 1927, and the plaintiff company thereby agreed to purchase the full yield of milk from the defendant's cows from 1st October, 1927, until 30th September, 1928. The plaintiff company had occasion to make deductions by reason of short measure, but the defendant contended that the deductions were unjust and refused further deliveries on 17th December, 1927. The plaintiff company therefore had to procure their milk elsewhere, but were only able to do so at a price in excess of the contract price. The defendant's case was that he was entitled to refuse further deliveries, as at the preliminary interview he understood from the plaintiff company's representative that the agreement was not binding, and that if dissatisfied he was entitled to abandon it. Similarly, the plaintiff company had a reciprocal right to cease taking his supply if dissatisfaction arose either with his milk or with his dairies. His Honour Judge Leigh observed that it was difficult to understand a farmer signing an agreement because he believed it was not an agreement, and it must have occurred to the defendant that on his construction it would have been open to the plaintiff company, if the price fell, to become dissatisfied with the defendant's milk and to obtain their supplies elsewhere at the more advantageous market price. It was significant that the price of milk had risen between the date of the contract and the defendant's refusal of further deliveries, and judgment was given for the plaintiff company on the claim and counter-claim.

The drastic course of withholding later instalments, pending the settlement of an intermediate dispute, is often adopted without legal justification. The Sale of Goods Act, 1893, s. 31 (2), provides that where the seller makes defective deliveries, or the buyer refuses to accept or pay for an instalment, it is a question of fact whether this is a repudiation of the contract or a severable breach giving rise to a claim for compensation only. In *Payzu Limited* v. *Saunders*, 1919, 2 K.B. 581, the defendant agreed in November, 1917, to sell 200 pieces of crepe de chine at 4s. 6d. a yard, delivery to be as required between January and September, 1918. The plaintiffs

later requested a partial delivery in November, 1917, and they drew a cheque in December, 1917, but the defendant never received the cheque. A later cheque was accidentally delayed, and in the erroneous belief that the plaintiffs were in financial difficulties the defendant refused to make any delivery in January. The plaintiffs therefore sued for breach of contract, the damages claimed being the difference between the market price in February, 1918, and the contract price, viz., 1s. 3d. a yard. Mr. Justice McCardie held that the failure to make punctual payment for the first instalment did not show an intention to repudiate the whole contract, and that the defendant was liable in damages, though not for the whole amount claimed.

This decision followed that in *Mersey Steel and Iron Co.* v. *Naylor*, 9 App. Cas. 434, where it was held that on the true construction of the contract, the payment for a previous delivery was not a condition precedent to the right to claim the next delivery. An example of a decision to the contrary effect was that in *Bloomer* v. *Bernstein*, L.R.9, C.P. 588, in which the contract was for delivery by instalments, the price of each instalment being payable on delivery. It was held that the circumstances under which the buyer failed to pay for one instalment had given the seller reasonable ground for believing that the buyer (*a*) would be unable to pay for the instalments to be delivered in future, and (*b*) did not intend to go on with the contract, which the seller was therefore entitled to repudiate.

Practice Notes.

AUCTIONEERS' COMMISSION.

THE risk of failure in a claim for the above was reduced to a minimum in the recent case of *Firth and Co.* v. *Thompson*, at Leeds County Court. The defendant had signed the following form of contract used by the plaintiffs: "I hereby authorise and instruct you to dispose of my business described above by private treaty, and for your services I agree to pay you the commission and expenses stated on sale of same by you or myself. In consideration of you advertising the business privately and dealing with inquiries, I appoint you sole agents for the sale thereof, but I reserve the right to cancel this contract by giving you one week's notice in writing, after first paying the expenses fee." The plaintiffs claimed commission or damages for breach of contract on the sale of a fish and chip shop, namely £43 5s., being 5 per cent. on the purchase price, and £5 expenses. The defence was that there were no services entitling the plaintiffs to commission, as the sale had been direct between the defendant and the purchaser, but it was pointed out for the plaintiff that even if the sale was effected without his agency, the agreement had not been cancelled, and it provided for the payment of commission even on a sale by the defendant himself. His Honour Judge WOODCOCK said that the plaintiffs had performed some services in the way of advertisements, but they were never directly or indirectly instrumental in finding a purchaser. The argument that the defendant himself rendered the services to which commission was attached could not be adopted, as the defendant had sold the property after agreeing to pay commission whether the sale was by the plaintiffs or himself. Judgment for the amount claimed was therefore given in favour of the plaintiffs. Articles under the above title appeared in our issues of 10th and 31st March, and 7th April.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

Correspondence.

Consent to Assignment of Lease.

Sir,—May I point out that your correspondent "A Lessor's Solicitor," whose letter appears on p. 759 of your issue of the 10th November, has been a little too hasty in his observation that the alteration effected by s. 19 of the Landlord and Tenant Act, 1927, in respect of covenants against assignment or sub-letting is not referred to in the text of the last edition of Woodfall's "Landlord and Tenant." That section is set out and dealt with on p. 833 under that portion of the book which deals with covenants not to assign or sub-let. This is, I submit, the most appropriate place to notice the enactment. See also the footnotes on pp. 1263 and 1277.

A. J. SPENCER,
Editor of "Woodfall."

Lincoln's Inn.
12th November.

Grants in Settled Land Cases.

Sir,—I have read with considerable interest your answers to the large number of questions you have received from your subscribers during the last few weeks on the point which troubles so many solicitors as to who is entitled to a grant where land is vested in a tenant for life which was settled previously to his death and not by his will, and which, on his death, is either devised by the will of the settlor to some person absolutely or to the trustees of his will upon trust for sale and division among persons absolutely entitled to the proceeds.

You may remember that in February, 1927, I sent you four specific questions raising the general question as to the devolution of settled land on the death of a tenant for life, and you were good enough to use these four questions for purposes of discussion in detail on pp. 152 and 153 of Vol. 71 in your issue of 19th February, 1927.

I may, perhaps, point out that in those four cases I dealt only with the position where, after the death of the tenant for life, there was a devise in the settlor's will of the land to some person absolutely, and I assumed then that a devise to trustees for sale with division among persons absolutely entitled was the same, in so far as regards the position of the legal estate as devolving on the death of the tenant for life.

I further assumed that if there were a further life interest under the settlor's will, there was no question but that the trustees of the settlement could get their grant limited to the settled land, the grant in the tenant for life's estate being "save and except" settled land, which is the case.

The two cases of *Re Bridgett and Hayes* and *Re John and Amelia Gibbings* have since been decided, and in answer to all the recent questions which you have received dealing with the position where, on the death of the tenant for life, either some person is entitled to the land formerly settled absolutely or there are trustees for sale and division among persons entitled absolutely, you have stated that the grant should be applied for by the person entitled under the will or intestacy of the tenant for life, which will be a general grant "and which will include the settled land."

May I point out, however, that this is not strictly the position at all, because the officials of the Principal Probate Registry have, to my mind, overridden the effect which was supposed to have arisen under the *Bridgett and Hayes Case* by declining to allow the land which was formerly settled being included as part of the estate of the tenant for life in the Inland Revenue Affidavit or in the oath, and it does not go into the grant. In fact, where it has been included as part of the real estate in the Inland Revenue Affidavit, they insist that the affidavit shall be amended and the officials at Somerset House do so amend it in red ink, and if the land formerly settled is shown in the oath, it has to be struck out.

I quite realise that you may be speaking in a general manner by saying that the grant will be a general grant including the

settled land, thus enabling the personal representatives of the tenant for life to assent to the devise to the person absolutely entitled, or to the trustees for sale, but it is not correct to say that this general grant includes the settled land at all as it does not do so.

The regulations of the Probate Registry in fact definitely state that where land formerly settled has ceased to be settled land on the death of the tenant for life, no person is entitled to a grant in respect of such land formerly settled, the settlement having come to an end.

With deference I agree that that was the effect of the decision in *Re Bridgett and Hayes*, but I am not suggesting that that decision will not be upset the first time another case comes before the Courts and is reconsidered, so far, at any rate, as the suggestion made since that decision is concerned, that *no one* can get a grant in respect of the land formerly settled where it has ceased to be settled.

The legal estate under the settlor's will has vested in the tenant for life, and if no grant can be obtained to include such land, then the legal estate is not taken out of the tenant for life, but if it is to be considered that the legal estate is automatically taken out of the tenant for life by reason of his death, then I submit it goes back into the trustees of the settlor's will or of the settlement, if by deed, but it would seem that such automatic divesting cannot in fact take place.

Referring to your above-mentioned article of 19th February, 1927, where you set out my four cases, in case I the second suggestion in your last paragraph thereto is correct as to the persons entitled to the grant (but without any clearing off of the trustees of the settlement), but, as I submit, the land formerly settled should be included in the oath and in the grant.

In case II your reply has now proved to be wrong, and the person entitled to the grant in the tenant for life's estate should take a general grant, but it again should include the land formerly settled.

Case III does not now apply to the present position in respect of these grants, as in such a case a grant limited to such settled land cannot now be applied for.

In your dissertation on case IV several statements therein have, of course, now to be revised.

The importance of the subject from a conveyancing point of view and the difficulties created by the refusal of the probate authorities to include the land formerly settled in the grant of a tenant for life's estate must be the excuse for the length of this letter, but I should add that, after all, the probate authorities are only really stating what *Re Bridgett and Hayes* is supposed to have decided, namely, that in the oath to lead the grant to the tenant for life's estate it can be sworn that "There is no land vested in the said deceased which was settled previously to his death (and not by his will)," but I respectfully submit that that is wrong, and argue that the legal estate in that land remains vested in the tenant for life until it is got out of him by means of a grant.

London, E.C.2. ARTHUR H. BARNES.
29th October.

[We hope to take an early opportunity of dealing with the points raised by Mr. Barnes.—ED. *Sol. J.*]

Prisoner Witness for Prosecution: *R.* v. *Marling.*

Sir,—May I, through your columns, draw the attention of the Court of Criminal Appeal to *R.* v. *Marling*, reported in the current issue of the "Cornhill Magazine," by Mr. Martin Gilkes. The charge was one of bigamy, and apparently the chief witness for the prosecution was the prisoner, whom, not unnaturally, Crown counsel treated as hostile, and cross-examined him accordingly. It must, therefore, have been of doubtful wisdom for defending counsel himself "to put the prisoner back in the witness box" later on in the proceedings. Considering the accused was brought up in custody, one cannot argue that the sentence of two days' imprisonment was excessive, but in the sacred name of English jurisprudence, surely the conviction itself ought not to be allowed to stand!

Temple, E.C.4. JOHN STEVENSON.
13th November.

The Landlord and Tenant Act, 1927.

Sir,—We trust it will be possible, in due course, to obtain bound copies of the series of articles by Mr. S. P. J. Merlin, which are now appearing in THE SOLICITORS' JOURNAL.

We are sure that all your readers will agree that these articles are most valuable to those who are endeavouring to unravel the intricacies of the Act.

Croydon. PEARD & SON.
13th November.

Apportionment of Rent. Quarterly or Yearly Basis.

Sir,—Is it clear that the answer to *Q.* 1378 in your issue of the 8th September last is correct?

Assume the case of a letting of property in England from the 24th June at a rent of £365 per annum, payable by four equal payments on the usual quarter days, and determinable by a quarter's notice on any quarter day:

(*a*) The owner sells the reversion under the usual condition that rent and outgoings shall be apportioned and paid or allowed to the purchaser on completion, which is to take place on the 26th September. The quarter ending 29th September contains ninety-seven days. Is the purchaser to be charged on the basis that 1–365th part of the rent accrues each day, which would entitle the vendor to £94, namely, £2 15s. more than the whole quarter's rent which the purchaser would receive on the 29th September, or will the vendor only be entitled to 94–97ths of the quarter's rent of £91 5s.?

(*b*) The landlord dies on the 26th September and settled the whole of his assets on trust for a tenant for life. Have the executors to carry to capital account the whole of the rent they would receive on the 29th September and an additional £2 15s.?

(*c*) The letting is determined by re-entry on the 26th September. Can the landlord claim £94?

The Apportionment Act provides that periodical payments shall accrue from day to day. In the case of a rent payable on the usual quarter days, is not the periodical payment a quarterly one, and is it not the fact that the parties have contracted for the payment of a rent per day which varies in each of the quarters?

The Council of The Law Society again expressed an opinion in favour of the quarterly basis on the 26th January, 1922: *Law Practice and Usage*, No. 830, Ed. of 1923.

That this is the correct method seems to be indicated by the wording of s. 3 of the Apportionment Act, which states that "The apportioned part of any such rent . . . shall be payable or recoverable in the case of a continuing rent . . . when the entire portion of which such apportioned part shall form part shall become due and payable." Here "the entire portion" must mean the quarter's rent, and it surely follows that the apportionment must be made with reference to that and not to the yearly rent.

1st November. LINKLATERS & PAINES.

[It is agreed that in the cases put the apportionment should be on the quarterly basis, but the letting is for a rent payable on the usual quarter days involving only slight variations, and the usage of the profession has established a well-recognised custom with regard to completion statements. In the original question the rent was payable, not according to dates fixed by the calendar, but at periods varying with the moon and apparently of ecclesiastical origin. In these unusual

circumstances wide fluctuations must occur in the amounts periodically due, and the only method of stabilising the liability as far as possible is by apportionment on a yearly basis. For example, a tenancy lasting two and a half years should yield £50, but on any but a yearly apportionment the tenant's liability would be problematical.—YOUR CONTRIBUTOR.]

The Doctrine of Environment.

Sir,—With reference to your observations in the current issue, you might also have called attention to the practice of obtaining closing orders—really in contemplation of some improvement scheme—and then taking no steps to enforce them. These orders should cease to be effective unless steps are taken to enforce them within six months of their date. As you say there is always a valid excuse given for delay.

London, E.C.4, F. R. B.
3rd November.

Sir,—On your page 734 there is a paragraph under the above heading. Exeter citizens have recently been the victims of s. 46 of the Housing Act, 1925, but it is not too late to prevent the further injustice indicated in this paragraph. Could you kindly send us the names of the one or two enlightened local authorities referred to in the last sentence of the article as having allowed the owners of the properties to retain their property until the local authorities are actually ready to commence operations?

Exeter. MICHELMORES.
5th November.

[We will certainly endeavour to get the particulars our contributors ask for, but in the meantime would refer them to the reply of the Minister of Health on p. 769, *ante*, as to the intention of the government to introduce legislation to make the necessary amendment of s. 46.—ED., *Sol. J.*]

Obituary.

MR. M. F. MONIER-WILLIAMS.

The death occurred suddenly, on Tuesday last, at his residence, 25, Old Court Mansions, Kensington, W., of Mr. Monier Faithfull Monier-Williams, solicitor, senior member of the firm of Messrs. Monier-Williams & Milroy, of 41, Trinity Square, E.C. He was the eldest son of a distinguished Oriental Scholar, Sir Monier Monier-Williams, K.C.I.E., D.C.L., Boden Professor of Sanskrit at Oxford, was born at Hatfield Rectory on 18th April, 1849, educated at Rugby, articled in 1866 to Messrs. Williams and James, and admitted in 1871. He was for some years Legal Secretary to the Union Bank, but in 1878 he joined the late Mr. Edwin Bedford in partnership as "Bedford & Monier-Williams." Mr. Bedford, however, died in 1884, when Mr. Monier-Williams became senior partner, and took into partnership with him Mr. W. C. Beasley Robinson, when the style of the firm became "Bedford, Monier-Williams and Robinson." Mr. Robinson subsequently retired, and in 1907, Mr. E. A. Wallace Milroy, B.C.L., M.A. (Oxon), joined the firm, by whom and the other surviving partner, his nephew, Mr. Randall Herbert Monier-Williams, the practice will in future be carried on.

In addition to the conduct of a large general practice, Mr. Monier-Williams was for forty-four years Clerk and Solicitor to the Worshipful Company of Tallow Chandlers. He was also Chairman of the British Law Insurance Company Limited, of which he was one of the original directors, Chairman of the English and Scottish Law Life Assurance Association, a director of the Eagle Star and British Dominions Insurance Company, Limited, and a director of The Solicitors' Law Stationery Society, Limited, the proprietors of *The Solicitors' Journal*. He was a member of those two well-known dining clubs which consist of members of the solicitors' branch of the profession, namely, The Lowtonian Society and the City Law Club.

A keen sportsman and traveller, he had a rare gift of holding the balance evenly between work and recreation, and of throwing himself wholeheartedly into either. His favourite recreations were fishing and shooting. He was fishing until a few weeks before his death, and it is just possible that frequent exposure to the weather in this way may be responsible for his fatal illness. An enthusiastic climber, he was for over fifty years a member of the Alpine Club.

He married in 1880 Emma Georgina, daughter of the late Mr. Gordon Wyatt Clark, J.P., D.L., of Mickleham Hall, Dorking, Surrey, and by this union had four sons and one daughter. Mrs. Monier-Williams pre-deceased him in 1900.

The eldest son, Mr. Gordon Wickham Monier-Williams, O.B.E., M.C., Ph.D., is at the Ministry of Health, the second, Mr. Evelyn Grantham Monier-Williams, stroked the Oxford eight in 1903 and died in 1909 of fever in British East Africa, where he held the appointment of Assistant District Commissioner; the third son, Mr. Randall H. Monier-Williams, was called to the Bar in 1920, and the youngest, Lt.-Col. C. Victor Monier-Williams, D.S.O., M.C., was accidentally killed four years ago.

The funeral takes place at Chessington to-day (Saturday) at 11.30 a.m., and there will be a Memorial Service at St. Olave's, Hart Street, E.C., on Monday next, at 12 noon.

MR. W. DE BRACY HERBERT, M.A., LL.M.

Mr. William de Bracy Herbert, for over 20 years editor of *The Law Times* died at a nursing home on Saturday last at the comparatively early age of fifty-six. He had undergone an operation for appendicitis, but peritonitis supervened. Born on the 14th March, 1872, he was educated at Harrow and Trinity College, Cambridge, and called to the Bar by the Inner Temple in 1893. He joined the Oxford Circuit, and was appointed Recorder of Newcastle-under-Lyme early last year. He will perhaps be better remembered by the legal profession for his long association with *The Law Times*. He was also editor of "Cox's Criminal Cases," and "Patterson's Practical Statutes," whilst two law books were the work of his own pen—"The Law of Banks and Bankers" and "The Law of Fixtures and Repairs." Of a kindly and sympathetic disposition, considerate to all with whom he came in contact, his death will be much regretted by a large circle of friends, and especially by his numerous contributors, with all of whom he was for so long on terms of personal friendship.

MR. D. M. BOWIE.

Mr. David Mather Bowie, solicitor, senior member of the firm of Ward, Bowie & Co., 2, Clement's Inn, Strand, W.C., died at Putney on the 20th ult. at the age of sixty-five. Mr. Bowie was admitted in 1886 and was a member of the Law Society and of the Solicitors' Benevolent Association.

MR. S. N. P. BREWSTER.

Mr. Sturgeon Nunn Pretyman Brewster, solicitor, of the firm of Griffinhoofe & Brewster, 18, Pall Mall, S.W., and until recently of 3, King's Bench Walk, Temple, passed away at Sydenham on the 10th ult. at the age of sixty-seven. Mr. Brewster, who was admitted in 1882, was a member of the Law Society and of the Solicitors' Benevolent Association.

MR. A. J. D'ALBANI.

Mr. Arthur James D'Albani, solicitor, for many years a member of the firm of D'Albani & Ellis, of Cambridge and Newmarket, died at Bedford on the 9th ult., aged seventy-two. Mr. D'Albani for many years acted as Clerk to the Justices of the Petty Sessional Divisions of Newmarket (Suffolk and Cambridge). He was admitted in 1878, but retired in 1919.

MR. C. F. DAVIS.

Mr. Charles Frederick Davis, solicitor, a member of the firm of Davis & Davis, of 4, Walbrook, E.C.4, died suddenly in London on the 8th ult., aged sixty-three. He was admitted in 1910.

MR. M. F. DAVIES.

Mr. Myles Fenton Davies, B.A. (Oxon), solicitor, a member of the firm of Wilson, Wright, Davies & Earle, of 54, Moseley Street, Manchester, and Preston, died in London on the 12th ult., aged sixty-one. He was admitted in 1893 and was for four years Under-sheriff for the County of Lancaster. Mr. Davies was a member of The Law Society.

MR. H. A. LEAROYD.

Mr. Herbert Alfred Learoyd, M.A., LL.B. (Cantab.), solicitor, Town Clerk of Hull, died at Hornsea, East Yorkshire, on the 6th ult. Admitted in 1897, Mr. Learoyd was appointed Conveyancing Solicitor to the Hull Corporation in 1899, became Deputy Town Clerk three years later, and succeeded to the Town Clerkship in 1910. Mr. Learoyd also held the appointments of Registrar of the Hull Court of Record, Steward of the Manor of Tupcoates-with-Myton, and Solicitor to the Hull and Goole Port Sanitary Authority. He was appointed a member of the Royal Commission on Land Drainage in 1927, and had previously been a member of the Allotments Advisory Committee. H.

Reviews.

Norton on Deeds. Second Edition, by the late R. J. A. MORRISON and H. J. GOOLDEN. 1928. London: Sweet and Maxwell, Ltd. lxxxii and 772 pp. £2 2s. net.

In view of the time that has elapsed since the first publication of this great classic and of the many alterations and amendments of the law introduced by the recent Property Acts and judicial decisions, a second edition is particularly welcome. It appears that the preparation of this edition was originally entrusted to Dr. Morrison; but on the lamented death of Dr. Morrison, that responsible and arduous task devolved upon Mr. Goolden, whose assistance already had been enlisted.

"Norton" is designed to furnish "a collection of canons for the construction of the language used in deeds." All who have had occasion to consult it will agree that it has so far served its purpose admirably. An amazing amount of relevant information is contained within its covers; this is conveniently stated, with great accuracy, in rules or canons, and explained at some length in notes and by reference to decided cases.

One or two comments must be made on these notes in particular. In the first place, one is tempted to observe that a number of them might have been omitted without loss to the present-day practitioner. It is true that Mr. Goolden has anticipated this criticism, and has prepared to meet it with the observation that "no one who has been trained in the perusal and deduction of title will . . . find this criticism a sound one. For many years a knowledge of the principles so succinctly stated by . . . Mr. Norton will be essential to all students and practitioners of law." At the risk of being classified with the "untrained" one may suggest that surely many of the numerous references to copyholds, feoffments, and fines and recoveries (e.g., p. 332), might at least have been curtailed, if not altogether omitted.

In the second place, the use, here and there, of the present tense in the notes, which can have no application to post-1925 documents, may prove misleading, e.g., on p. 279 (dealing with a re-grant by copy of a copyhold tenement, though there is in this case a brief reference to the abolition of copyhold tenure on the next page); see also the statement of the rule as to conditional fee in copyhold (p. 337). But perhaps the best example is found on p. 330, where it stated that "an immediate limitation to A *or* his heirs, gives an estate for life only to A." It is not suggested that L.P.A., 1926, s. 60, has any bearing on the subject.

Thirdly, recent statutory changes do not appear to have, in several instances, been given in the text the prominence and elucidation which might be expected for them. In some cases the enactment is incidentally referred to in brackets (e.g., p. 335); in others, it is referred to in footnotes only (e.g., pp. 299, 348, 431), and often the particular enactment is reproduced without comment. In Chap. xxii (pp. 435 *et seq.*) some reference to L.P.A., 1925, ss. 34, 36, ought certainly to have been made.

All these minor criticisms suggest that undue weight has been given to the old law, with the result that a view of the present-day law is not, on occasions, as clear as it might be.

On p. 326 it is stated that as a consequence of L.P.A., 1925, ss. 1 (3), 133, "a grant made after 1925 by an owner of what, prior to 1926, would have answered the description of a 'fee tail,' to 'A and his heirs' would give A an entailed interest in the subject of the grant." But is that so? In the first place, might not L.P.A., 1925, s. 60 (1), support the contention that A obtained a fee simple, seeing that the owner of an entailed interest has "power to convey" the fee simple (cf. L.P.A., 1925, s. 42 (4))? The argument in such a case would be that the purported grant should be treated as a disentailing deed. Secondly, are not proper words of limitation now required to *transfer*, as well as to *create*, an entailed interest? In any case it seems to follow, from s. 130 (4), that only after a disentailing assurance, or by a testamentary disposition, can the owner of an entailed interest prevent the devolution of that interest "upon the persons who would have been successively entitled thereto as the heirs of the body . . . of the tenant in tail or other person" under the old law just as if "such law had remained unaffected."

An adequate index enhances the value of the work; further, the printers have done their part very well: errors attributable to them are conspicuous by their absence, and the publishers have fixed a reasonable price for a classic of this size.

A History of Continental Civil Procedure. By ARTHUR ENGELMANN, late President of Senate in the Court of Appeal at Breslau and others. Translated and edited by ROBERT WYNESS MILLAR, Professor of Law in North Western University. With Introductions by Professor HOLDSWORTH and Professor WILLISTON (Boston). Little Brown & Co. 1927.

The study of comparative legal procedure has hitherto been very largely neglected by Anglo-American lawyers, but as Professor Holdsworth points out in his introduction to the volume under review, its importance is now well recognised. The influence of procedure on the growth of the early law is undoubted, and in order to understand that process it is necessary to compare the development of procedure in Anglo-Saxon countries with corresponding movements amongst other nations. Herein lies the importance to us of the work of Dr. Engelmann and his collaborators. To borrow Professor Holdsworth's own words, it enables us to learn quickly and early the main stages of the growth of the history of procedure in many foreign countries, and to compare that growth with the analogous stages in the history of procedure in our own country. Book I deals with Germanic procedure; Book II contains the history of the Roman procedure; and Book III treats of the fusion which took place on the continent between the two systems. Book IV contains the history of legal procedure in Germany, Austria, Sweden, France and Italy. The influence of the Canon Law on continental procedure is also described in some detail. Perhaps the most valuable and illuminating portion of this work so far as the average reader is concerned is to be found in Professor Millar's introductory chapter on "The Formative Principles of Civil

Procedure," which contains an extremely clear and interesting statement of the theoretical aspects of legal procedure. The shadow of English and American practice books has sometimes obscured the principles on which legal procedure is based, and has led us to think merely in terms of rules of court and other administrative orders about a subject which is in fact quite as definitely based on certain fundamental concepts as any other branch of legal science. Is it not desirable, when legal procedure is under discussion, that we should endeavour to escape so far as possible from the deadening influence of existing rules, and should reconsider our views in the light of those principles which have been so admirably set out by the learned translator of this work? This might conceivably mean that a bonfire should be made of the existing practice books, but that is a possibility which many would regard with equanimity.

"*Graya*." A Magazine for circulation among Members of Gray's Inn. No. 3. Michaelmas, 1928.

The Michaelmas Term number of this interesting magazine, which is edited by Mr. E. H. Butcher and is circulated by subscription among members of the Inns of Court, contains a valuable contribution by Lord Atkin, chairman of the Council of Legal Education, on "Training for Success at the Bar." In the course of his article Lord Atkin writes:—

> "I need not dwell on the importance of reading in chambers. There is some luck in getting into the right chambers. I chose for myself soon after I was called. I went into the courts one afternoon and saw a tall, bearded junior waving his arms at a judge, who was listening benevolently to an address in which it was obvious the speaker was complete master of the facts and the law. I found out who it was and induced him to let me read with him. It was my master and subsequent colleague, Lord Justice Scrutton, to whom I personally owe what success I have reached. Every one will not be as lucky. It will be an advantage to read with a man who has big work, for one has to learn method in dealing with heavy briefs. Otherwise when they come in actual practice one is apt to be overwhelmed. I personally advise reading in chambers after call."

After emphasizing the importance of attendance in the Courts by both students and barristers, Lord Atkin continues—

> "There are some subjects a common law man must have a good working knowledge of—sale of goods, bills of exchange, landlord and tenant. Your only client or his outdoor clerk may call in any day and ask you a poser on any of these subjects without any talk of fee. If you can help him your bread may return after many days. Above all things, master your procedure. The practice books are so full of notes that the rules are apt to be obscured. Read the important orders without at first paying any attention to the notes: they will be found to look quite reasonable. Any practising man will tell you those that count; I might mention in particular service out of the jurisdiction, trial of venue, pleadings, discovery, interpleader, third-party procedure, execution. Your client's managing clerk may not be much impressed by legal erudition, but if you can only teach him something he doesn't know in a matter of procedure your stock will be at a premium."

Lord Atkin urges the importance of reading law reports "intensively," remarking that many cases are very fully reported, and a study of them is almost as good practice as reading a brief.

Other useful contributions include "A Reader of Gray's Inn" (by Master His Honour Judge Ivor Bowen, K.C.); "Marriage as Discipline for a Career" (The Ladies' Debate in Hall); "Lawyers in the House of Commons—A Mythical Prejudice" (Mr. A. W. Drysdale); "Some Historical Notes about the Chapel of Gray's Inn" (The Right Hon. Sir Dunbar Plunket Barton, Bart., K.C., Resident Bencher); together with Reports of the Easter and Trinity Moots. A really excellent number. H.

Books Received.

Tables of Conveyancing Costs under the Solicitors' Remuneration Act, 1881; *also Land Registry Costs, as amended by General Orders, with Explanatory Notes and Precedents*. 1928. A. George Calton. 96 pp. Stevens & Sons, Ltd. 5s. net.

Tolley's Complete Income Tax, Super-Tax, Corporation Profits Tax, Excess Profits Duty, etc. Chart of Rates Allowances and Abatements, with References and Index. Thirteenth Edition. 1928-29. With Free State Supplement, 3s. 6d. post free.

First Report of the Joint Advisory Committee on River Pollution. 1928. H.M. Stationery Office. 2d. net.

Notes on Imprisonment, Detention in Borstal Institutions, Penal Servitude, Preventive Detention, etc. 1928. 34-194. H.M. Stationery Office. 2d. net.

The Canadian Bar Review. Vol. VI. No. 7. September, 1928. The Carswell Co., Ltd., Toronto. 75c.

Sale of Food and Drugs Acts. Extracts from the Annual Report of the Ministry of Health for 1927-1928, and Abstracts of Reports of Public Analysts.

The Lance of Justice. A Semi-Centennial History of The Legal Aid Society—1876-1926. John MacArthur Maguire. 1928. Large crown 8vo. pp. xi and 305 (with Index). Cambridge: Harvard University Press. 13s. 6d. net.

The Work of The Law Society.

From time to time we propose to comment upon the special activities of The Law Society in the useful but quiet work it is undoubtedly doing.

We have on several occasions had to seek detailed information with regard to the professional career and work generally of certain solicitors, and we are amazed at the completeness of the system in the Record Department since it was opened in 1908 for the purpose of compiling a record of past and present solicitors in the country. This record, giving, as it does, all the particulars it is possible to obtain with regard to the birth, parentage, education, articles, examinations, public appointments, partnerships, addresses, death, successors, etc., of each individual solicitor, must be of the greatest value to members of the profession, and particularly the record of the successors to retired or deceased solicitors. Particulars of bankruptcies, county court judgments, bills of sale, etc., are kept, together with cuttings from the London, Provincial and legal papers, the whole of this information being filed in such a manner as to enable reference to be readily made to any solicitor in England and Wales. The history of a large number of old-established firms—many of them covering a period of 100 years—has been compiled, giving any changes which have taken place in style, partners and addresses, together with a quantity of other miscellaneous information and statistics all of which is kept up to date.

We congratulate the society on the skill and care with which these records have been compiled, realising as we do how valuable and useful they must become as time goes on.

H.

Mr. Henry Moore Watts, solicitor, Yeovil, a member of the firm of Watts, Henley, Moore and Co., who died on 7th July, aged sixty-three, left estate of £100,325. He gives: £200 to the Yeovil Hospital; £500 to his clerk Herbert Maurice Daly; and £100 to his servant, William Henry Chown.

Mr. Owen Lloyd Evans, of Alleyn-road, Dulwich, S.E., formerly a member of the staff of *The Times*, and since 1921 information officer at the India Office, who was called to the Bar in 1903, joining the Midland Circuit, died on 20th June, intestate, leaving estate of the gross value of £3,637.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Principal Vesting Deed—Tenant for Life—Costs.

Q. 1475. On 31st December, 1925, A was tenant for life in possession of freehold land under a compound settlement consisting of a marriage settlement made in 1884 and a disentailing assurance dated in 1922. In 1927 a solicitor who had been consulted by A requested the solicitors for the trustees of the compound settlement to prepare and submit a draft original vesting deed, which they did. A's solicitor perused and amended it on behalf of his client and the deed was ultimately completed. A contends that the proper charges of the tenant for life's solicitor in connexion with the vesting deed are payable out of capital moneys, and refers to the S.L.A., 1925, s.. 73 (1) (xx) and 2nd Sched., para. 1 (2). The trustees deny this. Which is right ?

A. We express the opinion that these charges can properly be paid out of capital. We can quote no case directly in point, but the principle that the costs of the separate solicitors of the tenant for life may be paid out of capital is recognised—vide *Swift* v. *Lancaster*, 1894, 3 Ch. 439.

Income Tax, Sched. D, Clause 111.

Q. 1476. In May, 1923, A purchased £1,000 5 per cent. War Stock, and has been assessed for tax for the year 1923-24 and subsequent years on the interest received thereon. In May, 1927, A purchased a further sum of £500 like Stock. Is A liable to be assessed for year 1927-28 on the interest on £1,000 or on the interest on £1,500 Stock ? By s. 17 of the Finance Act, 1922, the tax is to be computed as respects the year of assessment in which the income first arises on the full amount of the income arising within that year, but as respects subsequent years of assessment on the full amount of the income arising within the year preceding the year of assessment. What meaning is to be given to the words "first arises" ? Cannot it be said that in the above case the income first arose in the year 1923-24, and that the clause does not justify a claim for tax for 1927-28 on the income received from the addition made to the class of security in that year ? A further question arises : A sold £1,000 of the Stock early in the present year. Is he liable to be assessed for the current year 1928-29 on the interest on £1,500 received during the preceding year, although he will only receive interest during the year of assessment on £500 Stock ?

A. As the additional War Loan was purchased after 5th April, 1927, his assessment will be as under :—

Interest on original holding (preceding year) ..	£50
Interest on new holding (actual year)	25
Liability for 1927-28 on	£75

With regard to the second query, the liability will be on interest received in the preceding year from the portion of the holding retained. Section 30 of the Finance Act, 1926, makes provision for cases such as this, and the rest of the query does not therefore apply.

Recovery of Money paid in Settlement of Action.

Q. 1477. A issues a county court summons against B claiming damages for breach of contract to accept and pay for a specially built motor vehicle. The claim is £100, the estimated difference between the contract price and the price obtainable in the open market. B admits the breach of the contract and is advised that the amount claimed is reasonable. He accordingly pays the amount of the claim and the costs and the action is withdrawn. Immediately after the withdrawal of the action A sells the vehicle at a price exceeding the contract price. Can B recover the £100 ?

A. B can only recover the £100 if the re-sale was fraudulently delayed by A until after the action was withdrawn. The rule is that money paid under compulsion of legal process cannot be recovered back, and this applies even though (1) the process never terminated in a final order or judgment, and (2) the action was withdrawn at the date when fresh proceedings were taken for the recovery of the money. So decided in *Moore* v. *Vestry of Fulham*, 1895, 1 Q.B. 399. *Bona fides* is essential, however, and it was held in *Ward & Co.* v. *Wallis*, 1900, 1 Q.B., at p. 678, that if the person enforcing a payment under legal process has taken an unfair advantage or acted unconscientiously, knowing that he had no right to the money, the above principle will not prevent the defendant from recovering the money back.

Negligent Burning of Gorse by Railway Company.

Q. 1478. A is the tenant of a public-house which has a bowling green situate at the rear. The bowling green is separated from a railway embankment by a wooden fence which is the property of the landlord. Servants of the railway company are seen to spread petrol on the gorse and other vegetable growth on the embankment and then to set fire to same. The fire spreads to the wooden fence and burns several large holes in same. A fortnight later, a servant of the railway company working on the line comes through one of the holes which had been burnt in the fence, crosses the bowling green to the back door of the licensed house during closing hours, and asks for his can to be filled with hot water to enable him to make some tea. The hot water is given to him and he returns across the bowling green and through the hole in the fence. He is followed by a pedigree dog, the property of A, which dog is run over by a passing train and killed. Can A successfully sue the railway company for the value of the dog ?

A. The only cause of action against the railway company would be for negligence in the above case, and the lapse of a fortnight provides a good defence on the ground of contributory negligence. It is not stated whether any steps were taken by A to have the hole mended, either by his landlord or by the company. Moreover the dog was a trespasser, though it is not stated whether he was chasing or had been lured by the railway servant. The railway company are liable for damage done by the fire escaping its bounds, under *Rylands* v. *Fletcher*, L.R. 3 H.L. 330, but the damage to the dog is too remote. The dog might have strayed on to the line in any event, and the incident of the railway servant's visit does not strengthen the case against the company. It rather weakens the case, as the railway servant was apparently acting not in the scope of his employment, but on an enterprise of his own, in going through the fence. A cannot successfully sue the railway company for the value of the dog, and would have small chance of success against the railway servant, though the latter might be sued for negligence in not bringing the dog back to safety, if it had never strayed on the line previously.

Working Men's Club and Loans from Members.

Q. 1479. I am acting for a working men's club registered under the Friendly Societies Act. The club is purchasing the premises where the club is carried on. The club cannot find the whole of the purchase money immediately. It has been

suggested that the various members of the club should each lend a certain amount of money for the transaction to be carried through. The money will be on loan and loan certificates will be issued, such certificates to be paid off by ballot when the club has funds. The rules of the club are the usual ones printed and published by the Working Men's Club and Institute Union, Ltd. One rule states that all moneys received from any source shall be invested (*inter alia*) in the purchase of land or in the erection or alteration of buildings thereon. Another rule states that the trustees (when authorised) may hold, purchase, take on lease any land, and may sell, mortgage, lease or build upon the same. The rules do not give power to borrow from its members. I shall be glad to have your opinion as to whether the club can borrow from its members as suggested. I am of the opinion that a working men's club has an implied power to borrow money for the purpose of its business, although the Friendly Societies Act is silent upon the question of borrowing money except upon mortgage of land.

A. It is true that the only reference to borrowing in the Friendly Societies Act, 1896, is the power to mortgage conferred by s. 47, but it was held in *Pare* v. *Clegg*, 30 L.J. Ch. 742, that money borrowed under a rule authorising the directors to borrow on mortgage, or otherwise for the purposes of the society, was a valid debt of the society. The annual report of the Chief Registrar of Friendly Societies for 1918, p. 15, states that a rule authorising a society to borrow money on the security of its assets is not contrary either to the Act or to the general law. Such a rule can therefore be legally and properly applied, and a refusal to register such a rule cannot be justified on the ground that its application might be illegal and improper. A society has a power of borrowing incidental to the conduct of its business, but only to the extent to which borrowing is necessary in order to carry out its objects, and may exercise such power provided the rules of the society create power to do so. The implied power therefore exists as suggested in the last paragraph of the question, and as there is no reason to differentiate between loans from members and those from outsiders, the club can therefore borrow from its members without a special rule to that effect.

NOTES OF CASES.

Court of Appeal.

Lee *v.* **Munro.**

Scrutton, Lawrence and Sankey, L.JJ. 25th October.

Master and Servant—Workmen's Compensation—Accident arising out of and in the course of the Employment—Death—Claim by Widow as Dependent—Test of Dependency—Dependent on the Earnings of the Deceased Workman at the time of his Death—Future Probabilities to be Considered—Workmen's Compensation Act, 1925 (15 & 16 Geo. 5, c. 84), s. 4.

Appeal from Sunderland County Court.

The applicant was the widow of John George Lee, who died as the result of an accident arising out of and in the course of his employment on 25th March, 1928. The deceased workman was fifty-two years of age, and, before the accident, was in a good state of health. Up to the middle of 1926, he was in regular employment as a cabman earning £2 5s. per week, most of which he paid to his wife. His employer died and he lost his employment and received unemployment benefit till the end of 1927, when he began to get odd jobs, driving cabs, chiefly at funerals. It was while on one of these jobs that he met with the accident which caused his death. From the middle of 1926 until the end of 1927 his contributions towards his wife's maintenance were very small and for the first three months of 1928 he was only able to earn about 5s. a week. His son, aged twenty-seven, contributed 25s. per week, increased to £2 per week when the deceased workman ceased to draw unemployment benefit. At the time of the accident he was hoping to get back to full employment. In his judgment, the county court judge said that "in the case of alleged partial dependency, I must be satisfied that there was a partial dependency at the time of the death before I can speculate as to what the future might or might not bring forth." By s. 4 (1) of the Workmen's Compensation Act, 1925: "The dependants of a workman entitled to claim compensation under this Act where the injury results in death are such of the members of the workman's family as were wholly or in part dependent upon the earnings of the workman at the time of his death . . ." The county court judge held that the applicant was not dependent on the earnings of the deceased within the meaning of s. 4 of the Act of 1925. The applicant appealed.

The Court (Scrutton, Lawrence and Sankey, L.J.J.) held that the case must go back to the county court judge because he had not considered the probability of the deceased workman, had he lived, again obtaining full employment and contributing towards the maintenance of the applicant. In deciding the question whether or not the applicant was dependent on the earnings of the deceased at the time of the accident, the county court judge must consider, not only past events, but also future probabilities. And where, as in this case, the deceased workman had in the past, when in full employment, contributed towards his wife's maintenance, and there was a reasonable probability, if he had lived, that he would get back to full employment again, and contribute towards his wife's maintenance, then there was dependency at the time of the accident. The case must go back to the county court judge for him to consider the future probability of the deceased, had he lived, again obtaining full employment.

Appeal allowed.

Counsel: *Turton*, for appellant; *William Shakespeare*, for respondent.

Solicitors: *R. R. Crunte & Son*, Sunderland; *Gibson and Weldon*, for *Sutton, Cheshire & Thompson*, Newcastle-on-Tyne.

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re **Collins: Towers** *v.* **Collins and Others.**

Maugham, J. 1st November.

Property Law—Transitional Provisions—Will—Construction—Settled Land—Entirely vested in Sole Trustee for Life with Remainder to Persons in Undivided Shares—Death of Sole Trustee—Executrix—Interest of—Law of Property Act, 1925, 15 Geo. 5 c. 20, Sched. 1, Pt. IV, s. 1, sub-s. (1) (*b*)—Wills Act, 1837, 1 Vict. c. 26, s. 31.

Originating summons.

This was a summons taken out by the executrix of a sole trustee in whom the entirety of land was vested for life with remainders over to persons in undivided shares, asking whether on the true construction of the will and in the events which had happened the land was vested in her as legal personal representative of the testator upon the statutory trusts for sale referred to in Sched. 1, Pt. IV of the Law of Property Act, 1925, or in the Public Trustee or in whom the same was now vested. The facts were as follows: By his will dated the 14th of August, 1896, the testator nominated his wife, C. E. Collins, trustee and executrix, and gave, devised and bequeathed to her upon trust for her use and benefit the whole of his real and personal estate on condition that the children were properly cared for and the property kept in good repair, and at her decease the property was to be equally divided among his children. He died in 1917. He had been

twice married, first to Emily Charlton, who died in 1881, by whom he had three children who were defendants, and secondly to the said C. E. Collins, by whom he also had three children, the plaintiff and two of the defendants. The estate consisted of twelve houses at Gillingham, Kent. The widow continued to reside in one of the houses till her death in 1923 and the plaintiff was her sole executrix. There were differences of opinion between the two families. The plaintiff wanted to sell the property and divide the proceeds or appoint new trustees, but the defendants, referred to as the first family, refused to recognise her rights in the matter or to concur in a sale.

MAUGHAM, J., after stating the facts, said: Having regard to s. 31 of the Wills Act, 1837, the widow was legal owner of the land for the persons entitled to it in undivided shares. Accordingly in the events which have happened the plaintiff, as her executrix, is under s. 1 of Pt. IV of Sched. 1 of the Law of Property Act, 1925, the person in whom the property now vests upon the statutory trusts for the six children in undivided shares. The matter will stand over to see if the parties can agree to an appointment of new trustees.

COUNSEL: *C. E. Harman; H. S. G. Buckmaster.*

SOLICITORS: *Berrymans*, for *Wallace, Watson & Flint*, Chatham; *Strong & Co.*

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

***In re* An Application by the High Sheriff of Hertfordshire (*In re* Jones).** Roche, J. 30th October.

HEALTH INSURANCE—HIGH SHERIFF'S BAILIFF'S EMPLOYMENT—NO CONTRACT OF SERVICE—NO TRADE OR BUSINESS—NATIONAL HEALTH INSURANCE ACT, 1924, 14 & 15 Geo. 5, c. 38, s. 89.

Case stated by the Minister of Health under s. 89 of the National Health Insurance Act, 1924. The Minister decided that the employment of one, Jones, who performed the duties of bailiff to the High Sheriff of Hertfordshire, was employment for the purposes of the employer's trade or business, and that, although from its nature such employment was casual, it was within the meaning of the Act. The High Sheriff appealed on three grounds: (1) That Jones was not employed within the meaning of the Act or at all; (2) that the Sheriff did not, as such, carry on any trade or business within the meaning of the Act, or at all; and (3) that the employment was of a casual nature otherwise than for the purpose of the employer's trade or business.

ROCHE, J., said that he had to decide whether a bailiff acting under the warrant of the High Sheriff was employed in a trade or business so as to bring them within the scope of the Act. In his opinion the High Sheriff could not in any sense be said to be conducting a trade or a business, nor to be employing the bailiff under any contract of service; he appointed the bailiff to an office under the Crown. Jones was not, therefore, employed within the meaning of the Act.

COUNSEL: *E. J. Naldrett*, K.C., and *H. Naldrett*, for the Sheriff; *Harold Murphy*, for the Minister of Health.

SOLICITORS: *Patersons, Snow & Co.*, for *Longmores*, Hertford; *Solicitor to the Minister of Health.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

In Parliament.

Questions to Ministers.

AGRICULTURAL CREDITS.

Major GLYN asked the Minister of Agriculture whether he was in a position to state to what extent the Agricultural Credits Act had been utilised and which of the joint stock banks, if any, were unable to accept applications from farmers to obtain loans under the terms of the Act; and what steps, if any, had been taken to inform farmers and others how to make application for financial assistance under the terms of the Act?

Mr. GUINNESS, in reply, stated: I understand that the company referred to in Part I of the Act is being incorporated this week. I am informed that agricultural charges under Part II of the Act have been registered in respect of 201 farmers up to 8th November. All the principal banks have been approved for the purposes of this part of the Act, and I am not aware that any of these banks are unable to accept applications for loans in suitable cases. After the passing of the Act the Ministry issued a notice to the press briefly summarising the provisions of the Act and informing farmers as to where applications should be made. A memorandum on Part II of the Act has also been prepared which is forwarded by the Ministry to any applicant.

LITIGANT'S COMPLAINT (INVESTIGATION).

Mr. W. THORNE asked the Attorney-General whether he had received a communication from Mr. S. Rosenberg, of No. 3, Denning-road, Hampstead, relative to the conduct of litigation in which he had been involved in the Law Courts; and, in view of the fact that there was no Government Department which had powers to investigate such charges, whether he would take any action in the matter?

The ATTORNEY-GENERAL: I have received no such communication, but in February and March, 1927, communications were addressed to my predecessor by a person writing under the name of S. Rosen. He was the plaintiff in an action tried on 16th February, 1927, in which he claimed damages for breach of contract and negligence against a firm of estate agents. He was represented by well-known counsel. The jury returned a verdict for the defendant with costs at the end of the plaintiff's case. During the course of the trial the plaintiff made allegations against his own counsel which the learned judge described as entirely unfounded, and since the trial he had made allegations of negligence against his solicitors. The latter complaint has been considered by the Law Society, who replied that the matter was not one with regard to which the Society has jurisdiction to intervene. I cannot take any action in the matter.

COMPANIES ACT, 1928.

Mr. GARDNER asked the President of the Board of Trade whether the appointed day had yet been fixed for the coming into operation of the Companies Act, 1928; and whether and, if so, when he proposed to recommend His Majesty to issue the necessary Orders in Council under s. 118 (4) to make the provisions of the Act effective?

Mr. H. WILLIAMS, in reply, said: The answer to the first part of the question is in the negative. As regards the second part, it was not intended to issue Orders in Council until legislation consolidating the Companies Acts has been passed. I hope that it will be possible to pass this legislation before the end of the Session.

ROAD TRAFFIC BILL.

Mr. R. MORRISON asked the Minister of Transport whether he proposed to introduce the Road Traffic Bill during the present Session?

Colonel ASHLEY, in reply, said: "The pressure on Parliamentary time is such that I am afraid there is no prospect of the Bill being introduced during the present Session."

MOTOR TRANSPORT.

THIRD-PARTY RISKS.

Mr. BRIANT asked the Minister of Transport if, in view of the serious injury often sustained by persons from motor vehicles and the failure to obtain compensation owing to the want of means of those responsible, he will introduce a measure to compel third-party insurance of all holders of licences?

Colonel ASHLEY, in reply, stated that "A scheme of compulsory insurance applicable to motor vehicles generally would involve great difficulties, but I have included in the Draft Road Traffic Bill certain proposals with regard to insurance against third-party risks on the part of owners of motor omnibuses and motor coaches."

STREET OFFENCES INQUIRY (COMMITTEE'S REPORT).

Viscountess ASTOR asked the Home Secretary when the report of the Street Offences Inquiry Committee would be presented to Parliament?

Sir W. JOYNSON-HICKS in his reply stated: "I understand that the report is likely to be sent to me in the course of a few days. It will be presented to Parliament as early as possible."

THE CHARTERED INSTITUTE OF SECRETARIES.

ANNUAL DINNER AT THE GUILDHALL.

The annual dinner of the Chartered Institute of Secretaries was held at the Guildhall on Tuesday evening, when the President, Brigadier-General Arthur Maxwell, C.B., C.M.G., D.S.O., D.L., occupied the chair. The guests numbered about 1,000 and for the first time in the history of the Institute included ladies other than members. Among those present were the Duchess of Atholl, D.B.E., D.C.L., LL.D., M.P. (Parliamentary Secretary, Board of Education), The Right Hon. Lord Blanesborough, The Right Hon. Lord Atkin, P.C., The Right Hon. The Earl of Midleton, The Very Rev. W. R. Inge, D.D., C.V.O. (Dean of St. Paul's), Sir Ernest A. Gower, K.B.E., C.B. (Chairman of Board of Inland Revenue), Sir Josiah Stamp, G.B.E., D.Sc., Sir William Plender, Bart., G.B.E., Mr. R. M. Holland Martin, C.B., Sir Claud Schuster, G.C.B., K.C. (Permanent Secretary to the Lord Chancellor), Alderman T. Vansittart Bowater, M.P., The Hon. Jacobus S. Smit (High Commissioner for South Africa), The Hon. Mr. Justice Bateson, Sir Edward Wallington, K.C.V.O., C.M.G., The Hon. Mr. Justice Eve, General Sir Herbert Laurence, Mr. E. C. Grenfell, M.P., Sir Malcolm Hogg, Mr. A. W. Flux, C.B. (Assistant Secretary, Board of Trade), Mr. E. R. Edison, C.M.G. (Comptroller of Companies, Board of Trade), Mr. Arnold Mitchell (Master, Worshipful Company of Tallow Chandlers), Mr. D. George Collins (Chairman, City Lands Committee), Sir Lulham Pound, Bart. (Chairman City of London College), Mr. W. G. Verdon Smith (Vice-President of the Institute), Sir H. White Smith, The Hon. George Colville (Secretary, Institute of Chartered Accountants), Sir Allan Powell, C.B.E. (Clerk, Metropolitan Asylums Board), Mr. Colin Smith (Deputy Clerk of the Privy Council), Mr. Abraham Levine (President Institute of Actuaries), Sir Stephen Demetriadi, K.B.E. (Chairman, London Chamber of Commerce), Mr. R. M. Welfsord, M.A., LL.B. (President, The Law Society), Mr. Vincent Armstrong (Master, Worshipful Company of Curriers), Sir Malcolm Fraser, Bart., Sir Philip Pilditch, M.P., Sir Alfred Lewis (Chief General Manager, National Provincial Bank), Sir Percy Mackinnon (Chairman of Lloyds), Mr. Frederick Hyde (President, Institute of Bankers), His Honour Judge Shewell-Cooper, The Hon. A. E. A. Napier, C.B. (Deputy-Clerk of the Crown), Mr. E. Courtney Walker (Master, Worshipful Company of Scriveners), Mr. Montagu H. Cox, LL.B. (Clerk of the London County Council), Col. E. Satterthwaite, C.B. (Secretary of General Purposes Committee, London Stock Exchange), Mr. F. A. Barrett, C.B. (Secretary, Board of Inland Revenue), Mr. Henry Morgan (Vice-President, Society of Incorporated Accountants and Auditors), Mr. R. C. G. Dale (Secretary, Bank of England), Mr. Alan C. Comerford (Chairman, Society of Public Notaries of London), Mr. A. C. Driver (President Auctioneers' and Estate Agents' Institute), Mr. W. H. Pringle, M.A., LL.B. (Principal, City of Birmingham Commercial College), Mr. G. W. Reynolds (Vice-President Chartered Insurance Institute), Mr. A. de V. Leigh, M.A. (Secretary, London Chamber of Commerce), Mr. H. G. Corner (Secretary, Institute of Public Administration), Mr. N. R. Jauralde (Hon. Secretary Public Notaries of London), Mr. E. W. Humphry (Secretary, Chartered Insurance Institute), Mr. C. C. Gallagher (Registrar of Joint Stock Companies), Mr. A. A. Pitcairn (The Clerk, Worshipful Company of Scriveners), Sir Frederick Eley, Bart., Sir Joseph Nall, M.P., Mr. F. Bullock, LL.D., Mr. P. H. Hepburn, LL.B. (Clerk, Worshipful Company of Curriers), Mr. A. A. Garrett, B.A., B.Sc. (Secretary Society of Incorporated Accountants and Auditors), Mr. William Harding, O.B.E., Mr. J. D. Ritchie (Secretary, Port of London Authority), Mr. Ernest Sykes (Secretary, Institute of Bankers), Mr. C. H. Isdell-Carpenter, O.B.E. (Secretary of The Institute), Mr. D. W. Douthwaite (Under-Treasurer, Hon. Society of Gray's Inn), Mr. Reginald Rowe (Under-Treasurer, Hon. Society of Lincoln's Inn).

Lord ATKIN gave the toast of "The Institute," and said that members of the Institute were the persons responsible for carrying on the commerce of the City of London. That was not in their official rules, but things were not always what they seemed. (Laughter.) During the war, he was one of two laymen who sat on a court of military inquiry, and he came to the conclusion that the Army was really run by sergeant-majors. (Laughter.) That court had a case in which secretaries would have been delighted with the long routine in which a document was sent from one department to another. He hoped, however, the members of the Institute would not think he was making any reflection on them in comparing them to sergeant-majors, who were gentlemen of great experience and so skilled in the use of an extensive vocabulary which commanded the respect of other ranks. (Laughter.) It was a pleasure to him to see signs that the Institute was in such a flourishing condition. (Hear, hear.) There was a tendency in these days for men engaged in professional and semi-professional pursuits to form themselves into associations which had the advantage of maintaining high standards of efficiency and integrity. (Hear, hear.) He noticed from the report that the Institute was flourishing in membership and financially. Representing as he did at present the legal body responsible for legal education in the Inns of Court, he would say, in all seriousness, that the Institute of Secretaries required a considerable amount of legal knowledge from its members. That was a matter of great importance, not only to members of the Institute, but to business men in general. He had never been able to understand how a man could face the ordinary problems that surrounded him in business, apart from the problems that affected him as a citizen, without having some acquaintance with the principles of law. (Hear, hear.) The usual idea of the ordinary citizen was that the law was a sort of Black Art administered by persons whom it would be complimentary to describe as wizards. (Laughter.) He ventured to think, however, that that was of the greatest advantage that men like members of the Institute, who were specially engaged in problems that brought them into contact with the law, should have some such knowledge of the law as would enable them to form independent judgments on questions that came before them. (Hear, hear.) The great advantage of an Institute like that of the Secretaries was that it maintained a large standard of efficiency among its members. (Applause.)

The PRESIDENT, in responding, said that the responsibilities of secretaries had been increased by the Companies Act of last session. Their importance had been recognised by the substantial penalties which had been imposed for non-compliance. With that inconsistency which marked or marred British administration, no reference had been made to the qualifications which a secretary should possess, but they looked forward with confidence to the time when it would be a statutory obligation on joint stock companies to employ adequately trained and qualified secretaries. That training and qualification it was the aim of the Institute to secure. They regretted that the new Companies Act did not deal with the vexed question of the compulsory distinctive numbering of shares which had not proved a real protection against fraud. The Stock Exchange desired the retention of the statutory requirement which he could not believe was connected with any question of commission. It was hoped to arrange this session a joint meeting with the Institute of Chartered Accountants to discuss the matter. Meanwhile, in view of the general opinion that existed among joint stock companies, coupled with the opinion of the Board of Trade Committee of 1918, it was urged that the requirement might be made optional instead of obligatory. (Applause.) The Government scheme for the relief of industrial companies from local rates had long been advocated by the Institute, but the measure which would give effect to the scheme would require careful consideration. (Applause.)

Lord MIDLETON, in responding to the toast of "The Houses of Parliament," submitted by Mr. C. H. GOUGH, urged Parliament to leave the great trading companies of the country alone, and to recognise that energy and industry earned its proper reward, and idleness and ignorance its proper punishment.

Sir JOSIAH STAMP proposed "Education."

THE DUCHESS OF ATHOLL, in replying, dwelt on the importance of higher commercial education, and said that nothing was more hopeful in the educational sphere than the fact that leaders of industry and commerce and leaders of education were more clearly recognising that it was essential they should confer together.

In replying to the toast of "The Judiciary," submitted by Mr. S. W. GLADWELL, Mr. Justice EVE said he stood as the spokesman of a large aggregation of individuals, ranging from the Lord Chancellor to the youngest police constable—(laughter)—all of whom, in a sense, contributed to the maintenance of such individual liberty and personal freedom as was consistent with the self-imposed restrictions of a sane and self-respecting civilisation. Judges had nothing to do with legislation; their duty was to administer and apply the law as it was laid down by the Legislature. When from

time to time they heard complaints of "judge-made law," they should try to understand the position, which was that, before judges could administer or apply the law, they must interpret the statutes in which it was embodied. If their interpretation or construction of a statute seemed to fall short of what might be considered the intentions of those who framed it, that could only be because either the judges had misconstrued the wording of the statute—a thing which was quite possible, or on the other hand, it was also possible that those who framed the legislation had used language which did not quite respond to their intentions. If "judge-made law" failed to interpret the wishes of the Legislature, it was open to the Legislature to alter the law to suit their original intentions. The distinction between the functions of the Legislature and of the judiciary was necessary if the usefulness of the law was to be maintained. Judges did their best, but they did not claim to be infallible; indeed, they were so conscious of the shortcomings of each other that such a claim would be ridiculous. They did not resent any criticism, as long as those who passed the criticism had equipped themselves with a knowledge of all relevant facts. (Cheers.)

"Kindred Societies" was proposed by Mr. A. F. HARRISON, and acknowledged by the President of the Institute of Bankers (Mr. F. HYDE), the last toast being "Our Guests," submitted by Mr. JOHN C. MITCHELL, and acknowledged by Sir Malcolm Hogg, the Dean of St. Paul's who was also down to respond having left earlier in the evening. The band of the Royal Regiment of Artillery (Conductor, Captain E. C. Stretton, M.V.O) played selections during the reception and dinner. It was a most successful evening, the whole of the arrangements for the comfort and convenience of the guests having been very carefully made and carried out, and we should like to offer a word of congratulation to the courteous and energetic secretary of the Institute (Mr. C. H. Isdell-Carpenter, O.B.E.) and his assistants.

Legal Notes and News.

Honours and Appointments.

Mr. R. F. NORTON, C.B.E., K.C., has been elected Treasurer of The Honourable Society of Lincoln's Inn, in succession to Sir Thomas R. Hughes, K.C. Mr. Norton was called to the Bar in 1879, took Silk in 1900, and was made a Bencher of his Inn in 1906.

Mr. PERCY M. WALTERS, Barrister-at-Law, has been elected a Bencher of the Honourable Society of Lincoln's Inn, in the place of the late Mr. Frederick Whinney. Mr Walters was called to the Bar in 1888.

Mr. J. W. WRIGHT, the Deputy Clerk, has been appointed Clerk to the Carshalton Urban District Council, in succession to Major C. P. Lovelock, M.B.E., who is retiring.

Mr. CHARLES G. R. HILL, Solicitor, Ormskirk, has been appointed Clerk to the Ormskirk Justices. Mr. Hill was admitted in 1921.

Mr. ROBERT W. BELL, Solicitor, Longtown and Carlisle, has been appointed Clerk to the Justices of the Longtown Division of Cumberland. Mr. Bell was admitted in 1920.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Nov. 19	Mr. Synge	Mr. Bloxam	Mr.*Synge	Mr. Jolly
Tuesday .. 20	More	Jolly	Jolly	*Ritchie
Wednesday 21	Ritchie	Hicks Beach	*Ritchie	*Synge
Thursday .. 22	Bloxam	Synge	Synge	*Jolly
Friday 23	Jolly	More	*Jolly	Ritchie
Saturday .. 24	Hicks Beach	Ritchie	Ritchie	Synge
	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday Nov. 19	Mr. Ritchie	Mr. Bloxam	Mr. More	Mr. Hicks Beach
Tuesday .. 20	Synge	*More	*Hicks Beach	Bloxam
Wednesday 21	Jolly	Hicks Beach	*Bloxam	More
Thursday 22	Ritchie	*Bloxam	*More	Hicks Beach
Friday 23	Synge	More	*Hicks Beach	Bloxam
Saturday .. 24	Jolly	Hicks Beach	Bloxam	More

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 22nd November, 1928.

	Middle Price 14th Nov.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86⅞	4 12 0	—
Consols 2½%	55⅝	4 10 0	—
War Loan 5% 1929-47	101⅜	4 18 6	4 17 6
War Loan 4½% 1925-45	97½	4 12 0	4 14 0
War Loan 4% (Tax free) 1929-42	100⅞	4 0 0	3 19 6
Funding 4% Loan 1960-1990	89¼	4 9 6	4 11 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94¾	4 5 0	4 7 6
Conversion 4½% Loan 1940-44	99¼	4 11 0	4 13 0
Conversion 3½% Loan 1961	77¾	4 10 0	—
Local Loans 3% Stock 1921 or after	64¾	4 13 0	—
Bank Stock	262	4 11 6	—
India 4½% 1950-55	93	4 17 0	4 19 6
India 3½%	71½	4 18 0	—
India 3%	61	4 18 0	—
Sudan 4½% 1939-73	97	4 13 0	4 15 0
Sudan 4% 1974	85	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	82	3 13 0	4 8 0
Colonial Securities.			
Canada 3% 1938	87	3 9 0	4 16 0
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	82	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	100	5 0 0	5 2 0
Gold Coast 4½% 1956	96	4 13 6	4 17 6
Jamaica 4½% 1941-71	96	4 14 0	4 17 6
Natal 4% 1937	94	4 5 6	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 7 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	98	4 12 0	4 17 6
New Zealand 5% 1946	105	4 15 6	4 14 0
Queensland 5% 1940-60	98	5 2 0	5 0 6
South Africa 5% 1945-75	104	4 16 0	4 16 0
South Australia 5% 1945-75	99	5 1 0	5 2 0
Tasmania 5% 1945-75	102	4 18 0	5 0 0
Victoria 5% 1945-75	99	5 1 0	5 0 0
West Australia 5% 1945-75	98	5 2 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	65	4 13 0	—
Birmingham 5% 1946–56	103	4 17 0	4 15 0
Cardiff 5% 1945–65	102	4 18 0	4 16 6
Croydon 3% 1940–60	71	4 5 0	4 16 0
Hull 3½% 1925–55	77	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½	4 13 0	—
Manchester 3% on or after 1941	65	4 12 6	—
Metropolitan Water Board 3% 'A' 1963–2003	65	4 12 0	4 12 6
Metropolitan Water Board 3% 'B' 1934–2003	66	4 11 0	4 12 6
Middlesex C. C. 3½% 1927–47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	74	4 14 6	—
Nottingham 3% Irredeemable	64	4 12 6	—
Stockton 5% 1946–66	103	4 17 0	4 19 0
Wolverhampton 5% 1946–56	103	4 17 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	92½	5 8 0	—
L. & N. E. Rly. 4% Debenture	75	5 6 6	—
L. & N. E. Rly. 4% Guaranteed	70	5 14 0	—
L. & N. E. Rly 4% 1st Preference	60	6 12 0	—
L. Mid. & Scot. Rly. 4% Debenture	79½	5 1 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	76½	5 5 0	—
L. Mid. & Scot. Rly. 4% Preference	68½	5 12 0	—
Southern Railway 4% Debenture	79¼	5 1 0	—
Southern Railway 5% Guaranteed	97	5 4 0	—
Southern Railway 5% Preference	88	5 13 6	—

SOLICITOR (32), admitted 1921, seeks post, preferably Yorkshire or the north. Conveyancing, Probate and general, including Advocacy. Act without supervision and interview clients. Moderate capital if Junior Partnership available.—"H.," Box 565, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

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